



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, May 6, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Chaplain Bobby Brown, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

April 29, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Karrie Nelson for a waiver of the Noise Ordinance at Mardi Gras Park on November 1, 2025, from 11:00 a.m. - 3:00 p.m. (District 2).

Request of Tiffany Montaigne for a waiver of the Noise Ordinance at Mardi Gras Park on November 26 & 27, 2025, from 6:30 a.m. - 11:00 a.m. (District 2).

Request of LaToya Smith for a waiver of the Noise Ordinance at Langan Park on July 19, 2025, from 12:00 p.m. - 6:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 3674 and 3680 Dauphin Street (District 7).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Rick Polacek - bicycling advocacy and City planning for cyclists.

James Williams - housing and housing repair for elderly and disabled.

12. ORDINANCES HELD OVER

25-018 Amend Chapter 25, Article I, "Garbage and Trash", Section 5, "Household Garbage", and Article III "Enforcement", Section 33, "Penalties", of the Mobile City Code (sponsored by Councilmember Woods) (submitted by Paul Carbo, City Council Attorney).

13. CIP RESOLUTIONS HELD OVER

08-644 Approve purchase order to Graybar Electric Co., Inc. for street light luminaries; \$169,800.02 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

14. RESOLUTIONS HELD OVER

01-645 Authorize Master Services Agreement with Sawgrass Consulting, LLC for 2025 CIP City-Wide Street Assessment; \$420,000.00 (sponsored by Council members Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

08-646 Approve item based bid for medical equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-647 Approve purchase order to Beard Equipment Company for John Deere mower

for Azalea City Golf Course; \$51,940.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-648 Approve purchase order to Beard Equipment Company for John Deer Bunker Rake and Dakota Sand Topdresser for Azalea City Golf Course; \$55,382.52 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-649 Approve purchase order(s) to Jerry Pate Turf & Irrigation, Inc. for Club Car utility carts and green roller for Azalea City Golf Course; \$92,165.57 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-650 Approve purchase order to Siteone Landscape Supply, LLC for Rainbird Irrigation System for MPRD; \$76,170.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-652 Transfer funds from Civic Center New Parking Facility Project to Civic Center Marketing Project for Civic Center New Construction and Demo Project; \$430,434.17 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

09-653 Transfer funds from Police Department Support Services Division to Public Safety Administrative Division for security camera system improvements for City parks; \$300,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Collins Finance Dept.).

21-654 Authorize contract with Geotechnical Engineering Testing, Inc. for 2024 PAYGO Resurfacing; \$70,000.00 (sponsored by Councilmembers Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-655 Authorize contract with Harwell and Company, LLC. for 2024 PAYGO Resurfacing; \$4,285,804.12 (sponsored by Councilmembers Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-656 Rescind Resolution 21-596 authorizing contract with D'Alo Green (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

37-657 Consider the application of Midrar Alkhatab for a certificate of Public Convenience and Necessity to operate a taxicab service.

15. ORDINANCES BEING INTRODUCED

64-019 Consider the proposed modification of a previously approved Planned Unit

Development for property located at 3674 and 3680 Dauphin Street (sponsored by Councilmember Gregory).

16. CONSENT RESOLUTIONS BEING INTRODUCED

09-660 Transfer funds from District 1 Discretionary Account to Dotch Community Center to assist with the PlayFor 2 Basketball Tournament (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

37-661 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to La Delicia Mexican Brunch and Cantina; 615 Dauphin Street (sponsored by Councilmember Carroll).

46-662 Honorarily rename the corner of Butler Street and First Avenue to "James & Callie Lambert Way" (sponsored by Councilmember Penn).

58-663 Assess costs for removal of weeds, Repeat Weed Lien Group 86.

58-664 Assess costs for removal of weeds, Repeat Weed Lien Group 1662.

60-665 Determine an appropriation to Reconnect, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-666 Determine an appropriation to Gulf Coast Dementia Services, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-667 Determine an appropriation to Dog River Clear Water Revival, LLC serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-668 Determine an appropriation to Country Club Estates Neighborhood Association serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-669 Determine an appropriation to Friends of Richards DAR House Museum serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-670 Authorize Agreement with Alabama Department of Transportation for traffic signal upgrades on State and local routes; \$601,415.00 (\$140,283.00 local match) (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng.).

01-671 Authorize second amendment to the Purchase and Sale Agreement with Burton Property Group, LLP (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-672 Authorize Agreement with B&B Lawn/Landscaping, LLC for right-of-way mowing services at various locations; \$147,360.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-673 Authorize agreement with Best Price Services, LLC for right-of-way mowing services at various locations; \$772,200.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-674 Authorize Agreement with Best Price Services, LLC for right-of-way ditch mowing services at various locations; \$240,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-675 Authorize Agreement with Butler Complete Services, LLC for right-of-way mowing services at various locations; \$353,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-676 Authorize Agreement with Butler Complete Services, LLC for right-of-way ditch mowing services for various locations; \$80,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-677 Authorize Agreement with Hughes 360 Services, LLC for right-of-way mowing services at various locations; \$35,100.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-678 Authorize Agreement with Secor Enterprises, Inc. for right-of-way mowing services for various locations; \$316,050.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-679 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet Tahoe for MPD; \$64,550.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-680 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for Ford Bronco Sport SUVs for MPRD and Municipal Enforcement; \$181,449.00 (sponsored by Mayor

Stimpson) (submitted by John Paine, Purchasing Dept.).

08-681 Approve purchase order to Mohawk Carpet Distribution, LLC for replacement flooring for Western Administrative Complex (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-682 Authorize Capital Project Fund CO892 - BIC Move/Transfer Scanning City, for BIC/Document Storage be changed to "2900 Dauphin Street Renovations and Miscellaneous Repairs for the 311 Call Center and File Storage" (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Infrastructure and Eng.).

09-683 Transfer funds from the Unassigned Fund Balance in the General Fund to Capital Improvement Fund for the Civic Center New Construction & Demo; \$858,798.50 (sponsored by Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

13-684 Authorize Change Order No. 2 with McElhenney Construction, LLC for 2024 City of Mobile Annual Storm Drain Maintenance; \$3,832,000.00 increase (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-685 Authorize contract with Watkins Acy Strunk Design Inc. for Bienville Square site and lighting improvements; \$31,875.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

60-686 Authorize Settlement Agreement and Release of Claims; Siegesmund (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-687 Call for public hearing to consider rezoning property located at 2005 Old Bay Front Drive and 4182 Commanders Drive from R-1 to I-2 (scheduled for June 10, 2025) (District 3).

41-688 Call for public hearing to amend the Unified Development Code by adding Article 15 "Historic Avenue Overlay" (scheduled for June 10, 2025).

19. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise In Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Karrie Nelson

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.654.7646 Cell Number: 251.654.7646

Organization (if applicable) The Cookery Project

Mailing Address of Applicant 6109 Venetian Way South Mobile, AL 36608

Telephone No. _____ E-mail address admin@thecookeryproject.org

Location or address of event where amplification will be used:

109 Government Street Mobile, AL 36602

Date of Event: 11/1/25 Starting Time: 11am Ending Time 3pm

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

Type of Event: Festival

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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Name of Applicant: Tiffany Montaigne

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2512294954 Cell Number: 2512294954

Organization (if applicable) Rapahope Children's Retreat Foundation

Mailing Address of Applicant PO BOX 1427 Mobile AL 36633

Telephone No. 2514558320 E-mail address tiffany@rapahope.com

Location or address of event where amplification will be used:

Mardi Gras Park - 109 Government Street

Date of Event: 11/26-11/27 Starting Time: 0630a 11/27 Ending Time 1100a 11/27

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

Type of Event: 5K and 1 mile Fun Run

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

CITY CLERK'S OFFICE

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

MOBILE, AL

TH, APR 24, PM4:38 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

Name of Applicant: Latoya Smith

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-391-8550 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 55 Alan dr mobile AL 36608

Telephone No. _____ E-mail address mizztaya05@yahoo.com

Location or address of event where amplification will be used:

Langan Park Pavilion

Date of Event: 7/19/25 Starting Time: 12:00 Ending Time: 6:00

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

Type of Event: Family Reunion

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S OFFICE

MOBILE, AL

TU, APR 29, PM12:59 RCU

RESOLUTION

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

Adopted:

City Clerk

2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Provision of a note on the Final PUD site plan stating development of the site will comply with the tree planting and landscape area requirements of Article 3 Section 64-3-7 of the UDC;
5. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
6. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
7. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
8. Provision of the rights-of-way along all streets on the Final PUD site plan;
9. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
3674 & 3680 Dauphin Street
Council District 7
Gina Gregory



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 27, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the request of Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between multiple building sites, for the property located at 3674 and 3680 Dauphin Street.

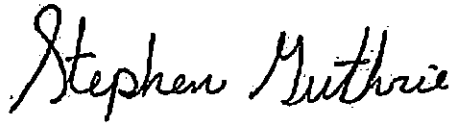
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all recorded easements present on the subject site;
2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Provision of a note on the Final PUD site plan stating development of the site will comply with the tree planting and landscape area requirements of Article 3 Section 64-3-7 of the UDC;
5. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
6. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
7. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
8. Provision of the rights-of-way along all streets on the Final PUD site plan;

9. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 21, 2025

Re: 3674 & 3680 Dauphin Street
MOD-003251-2025
Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
District 7
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple buildings sites.

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

At its meeting on March 20, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Revision of the Final PUD site plan to reflect any/all recorded easements present on the subject site;
2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;

3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Provision of a note on the Final PUD site plan stating development of the site will comply with the tree planting and landscape area requirements of Article 3 Section 64-3-7 of the UDC;
5. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
6. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
7. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
8. Provision of the rights-of-way along all streets on the Final PUD site plan;
9. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$707.56** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

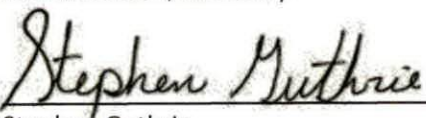
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	CHARLES D. TISHER JR., PE	CHARLES D. TISHER JR., PE
Firm:		CLARK GEER LATHAM & ASSOCIATES
Phone:	251-344-7073	251-344-7073
Email:	CTISHER@CGLENGINEERS.COM	CTISHER@CGLENGINEERS.COM
Address:	3901 SPRINGHILL AVE, MOBILE, AL 36608	3901 SPRINGHILL AVE, MOBILE, AL 36608

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	ABML, LLC	CHARLES D. TISHER JR., PE
Firm:		CLARK GEER LATHAM & ASSOCIATES
Phone:	251-471-1000	251-344-7073
Email:	BENSON@WSINVESTLLC.COM	CTISHER@CGLENGINEERS.COM
Address:	PO BOX 7475, MOBILE, AL 36670	3901 SPRINGHILL AVE, MOBILE, AL 36608

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

3680 DAUPHIN ST., MOBILE, AL 36608

78,533

Property Address

Property Area (acres or square feet)

28062410000002.008

Parcel Number(s) or Key Number(s)

B-2

NA

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date



2-17-25

Applicant or Agent Signature (if applicable)

Date

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

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



2-17-25

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

There will be not much change with the redevelopment of the former Atlanta Bread company site. The site plan and building foot print will remain similar to the existing site.
The use will change from a sit down restaurant to a bank which will provide a community service consistent with the intent of the Suburban Center classification.

Mixed Commercial Corridor

Future Land Use Map (FLUM) Designation

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

The proposed site plan and building footprint is similar to the existing site plan and footprint. The proposal will not change the character of the surrounding neighborhood but will provide a service that is consistent with nearby sites to this location.

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

The proposal will not adversely impact the future development or improvement of adjacent property.

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

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

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

6. Please provide the following information:

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

A proposed single 3 story building for a bank and providing office space. The building will provide a gross total of 16,745 sf across all floors. Renderings of the proposed building have been provided.

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

Minimal to no change to the landscaping of the site. Any changes that do occur will be in compliance with the City of Mobile Landscape Code.

- ☐ Lighting:

Little to no changes will occur. Any changes will be in compliance with the City of Mobile Lighting Code.

- ☐ Hours of operation:

8:00 AM-5:00 PM

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

There will potentially be improvement to Dauphin Street and Dhu Rhu Drive near this area in the future. Any Stormwater and ROW improvements necessary with this redevelopment will be coordinated with City of Mobile Engineering staff.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
There are no elements to the site that are detrimental to the public health, safety or general welfare.

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

The proposed project will provide a service to the community consistent with nearby properties.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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Revised February 2023



CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

City of Mobile

Planning and Zoning Department

PO Box 1827

Mobile, AL 36633

RE: 3680 Dauphin St. Mobile, AL 36608

Parcel Number R022806241000002.008

To Whom it May Concern:

ABML, LLC hereby grants Charles D. Tisher Jr. and Thomas E. Latham of Clark, Geer Latham & Associates the right to act as agents on behalf of ABML, LLC for all matters pertaining to the application to the City of Mobile Planning Commission for PUD modification of the above referenced property.

Sincerely



John White-Spunner



T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 – 2016)
V. R. Geer, Jr., P.E. (1916 – 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

City of Mobile Planning and Zoning
Re: Proposed Redevelopment of 3680 Dauphin St.

The applicant wishes to Modify the PUD at the location of 3680 Dauphin St. to allow redevelopment of the property into a branch for Bryant Bank. There will be some slight changes to the site plan which facilitates the need to modify the PUD. The building footprint will expand some and a drive through will be added. The site was previously used by Atlanta Bread Company. That building has since been demolished. The redevelopment of this lot into a new bank fits with the character of the area and does not negatively affect the adjacent properties.

Regards

Charles D. Tisher Jr., PE

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
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D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

Legal Description

LOT 1-A-1 THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-A-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'20"E A DISTANCE OF 364.10 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 960.16 FEET, ARC LENGTH OF 84.04 FEET AND CHORD BEARING S63°41'07"W A DISTANCE OF 84.01 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N27°20'20"W A DISTANCE OF 358.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N59°50'54"E A DISTANCE OF 84.10 FEET TO A 5/8" CAPPED IRON ROD SET AND THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 0.696 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD. LOT 1-B-1 THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-B-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU

**Application Submission
Contact Information**

Name of Project Redevelopment of 3680 Dauphin St. for Bryant Bank

Address 3680 DAUPHIN STREET, MOBILE, AL 36608

Owner AMBL LLC

Address P.O. Box 7475, Mobile, AL Zip Code 36670

Phone 251.471.1000 Fax _____ Email BENSON@WSINVESTLLC.COM

Authorized Agent CGL-Charles D. Tisher Jr., PE

Address 3901 Springhill Ave Zip Code 36608

Phone 251-344-7073 Fax _____ Email ctisher@cglengineers.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer CGL-Charles D. Tisher Jr., PE

Address 3901 Springhill Ave Zip Code 36608

Phone 251-344-7073 Fax _____ Email ctisher@cglengineers.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____



ABML, LLC	
Entity ID Number	000-302-973
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/12/2010
Registered Agent Name	WHITE-SPUNNER, B
Registered Office Street Address	3201 DAUPHIN ST MOBILE, AL 36606
Registered Office Mailing Address	Not Provided
Nature of Business	REAL/PERSONAL PROPERTY
Members	
Member Name	B CO LLC
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	WHITE-SPUNNER, B
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	JAY-E LLC
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	WHITE-SPUNNER, JOHN
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	OUTLAW, DOROTHY
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	OUTLAW, A ROBERT JR
Member Street Address	Not Provided
Member Mailing Address	Not Provided

ABML, LLC			
Annual Reports			
Report Year	2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023		
Scanned Documents			
Purchase Document Copies			
Document Date / Type / Pages	10/12/2010	Certificate of Formation	5 pgs.

[Browse Results](#)

[New Search](#)



Agenda Item # 9 MOD-003251-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

3674 & 3680 Dauphin Street

Applicant / Agent:

Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates

Property Owner:

ABML, LLC

Current Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediate

Proposal:

- Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple buildings sites.

Considerations:

1. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents:**Page**

Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER	9	DATE	March 20, 2025
APPLICANT	Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates		
REQUEST	PUD Modification		



SITE HISTORY

The site is part of Lot 2 of the original 30-lot, College Park Northwestern Quadrangle Unit Two Subdivision, the plat for which was recorded in Mobile County Probate Court in 1970.

In April 1986 the Planning Commission approved a Planned Unit Development (PUD) for Lot 2 of the aforementioned subdivision to allow three (3) office buildings with retail facilities on a single building site, with shared access and parking. The Commission also recommended approval of rezoning the site from B-1, Buffer Business District, to B-2, Neighborhood Business District, the ordinance for which was adopted by City Council at its May 27, 1986 meeting.

Subdivision of the aforementioned Lot 2 into three (3) lots (Lots 2-A, 2-B, and 2-C) was approved by the Commission in March 1995, and subsequently recorded in Probate Court. A plat recorded in Probate Court in June 1996 illustrates the subdivision of "Lot 2-A" into two (2) lots, labeled "Lots 1 and 2".

In October 1998 the Planning Commission approved a request to subdivide Lot 1 (of the previous Lot 2-A) into two (2) lots, labeled "Lots 1-A and 1-B".

Amendments to the PUD approved in 1986 were administratively reviewed and approved by Planning staff in 1996, 1999, and 2007 to accommodate, in general, new construction and changes to parking and shared access. The PUD approvals from 1999 and 2007 overlay Lots 1-A and 1-B of the site's 1998 subdivision.

At its meeting on January 18, 2024 the Planning Commission approved a request to resubdivide the aforementioned Lots 1-A and 1-B (1998) into two new legal lots 1-A-1 and 1-B-1 in order to shift a shared internal lot line. Concurrently, the Planning Commission approved a Major Modification to the existing PUD to reflect the changes proposed by the subdivision request.

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

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

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

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

The most recently approved Subdivision and Modification (PUD) in 2024 adjusted an internal shared lot line and permitted shared access and parking across multiple building sites. This Modification application proposes to reconfigure the existing parking layout and redevelop Lot 1-B-1 for a bank building. A detailed description of the request is available via the link on page 1 of this report.

The 2024 recorded plat includes several easements on the subject site that are not illustrated on the proposed site plan. If approved, the PUD site plan should be revised to reflect all recorded easements, with a note stating that no structures may be placed within any easements without the easement holder's permission.

While parking is shown on the site plan, no information has been provided to verify that the entire PUD site meets parking requirements. As such, if approved, the site plan should be revised to include a table detailing the off-street parking requirements per Table 64-3-12.1 of Article 3 of the UDC for each use within the PUD, along with the number of spaces provided.

Additionally, the site plan does not illustrate the required minimum building setback along any frontage. If approved, the Final PUD site plan should be revised to show a 25-foot minimum building setback along all frontages, in compliance with Article 2 Section 64-2-13.E. of the UDC for lots in a B-2, Neighborhood Business Suburban District.

The proposed site plan also omits the lot sizes and the square footage of existing commercial structures, as required by Article 10 Section 64-10-3.E.3(c) of the UDC. As such, if approved, the Final PUD site plan should be revised to include the size of all existing commercial structures in square feet, as well as the lot sizes in both square feet and acres. Alternatively, a table providing this information will suffice.

Furthermore, if approved, the site plan should be revised to illustrate the right-of-way widths for all abutting streets on the Final PUD site plan.

The proposed redevelopment of Lot 1-B-1 must fully comply with the tree planting and landscaping standards outlined in Article 3 Section 64-3-7 of the UDC. This may require further revisions to ensure compliance with minimum landscaping and tree planting requirements. If approved, the site plan should be revised to incorporate these standards, adjusting the parking layout as necessary. The revised plan must be submitted to Staff for review prior to recording the Final PUD site plan in Mobile County Probate Court.

It should be noted that future development or redevelopment of the proposed lots may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.2(b)(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

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

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

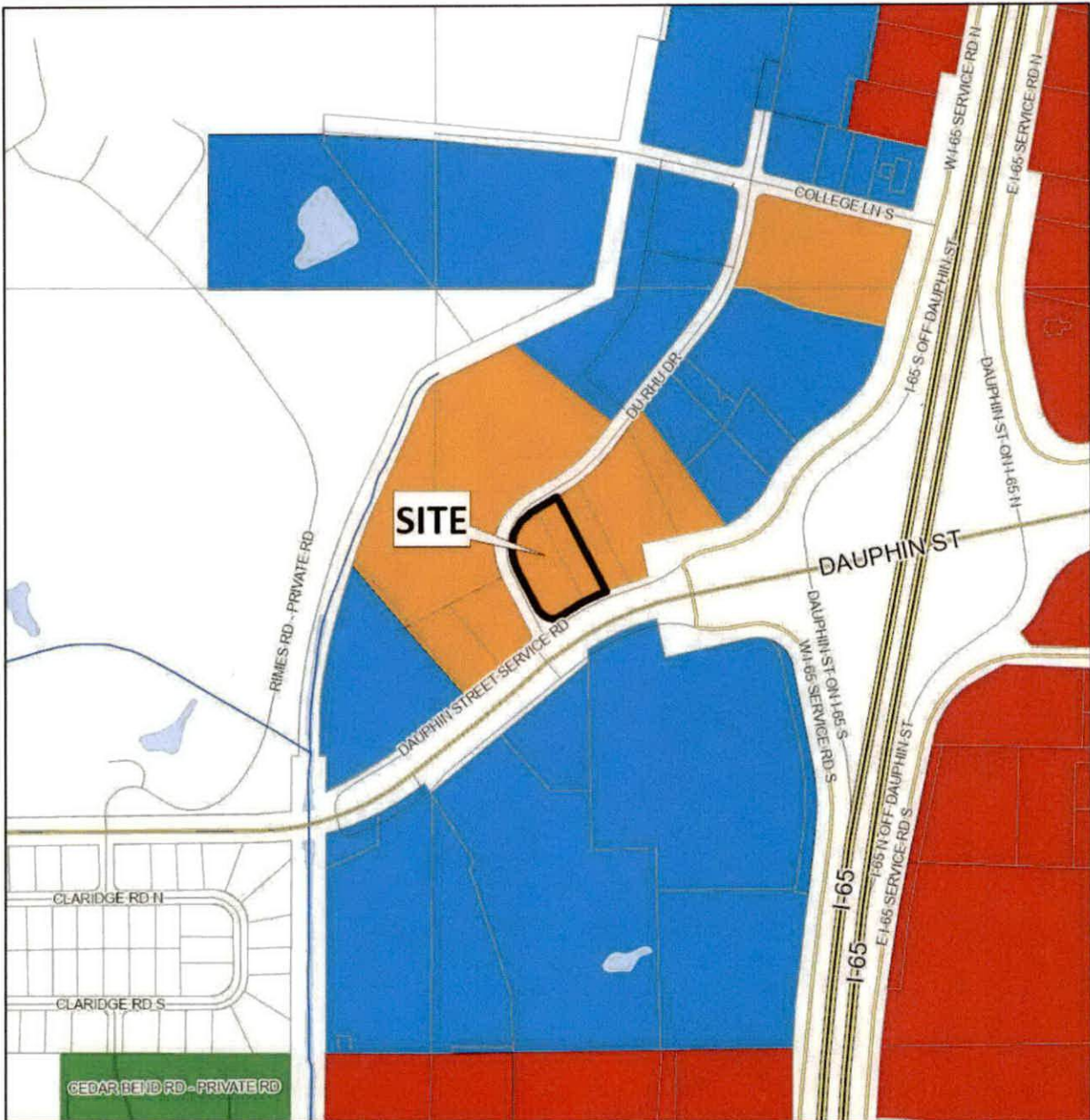
If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following Findings of Fact must apply:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

1. Revision of the Final PUD site plan to reflect any/all recorded easements present on the subject site;
2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
5. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
7. Provision of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

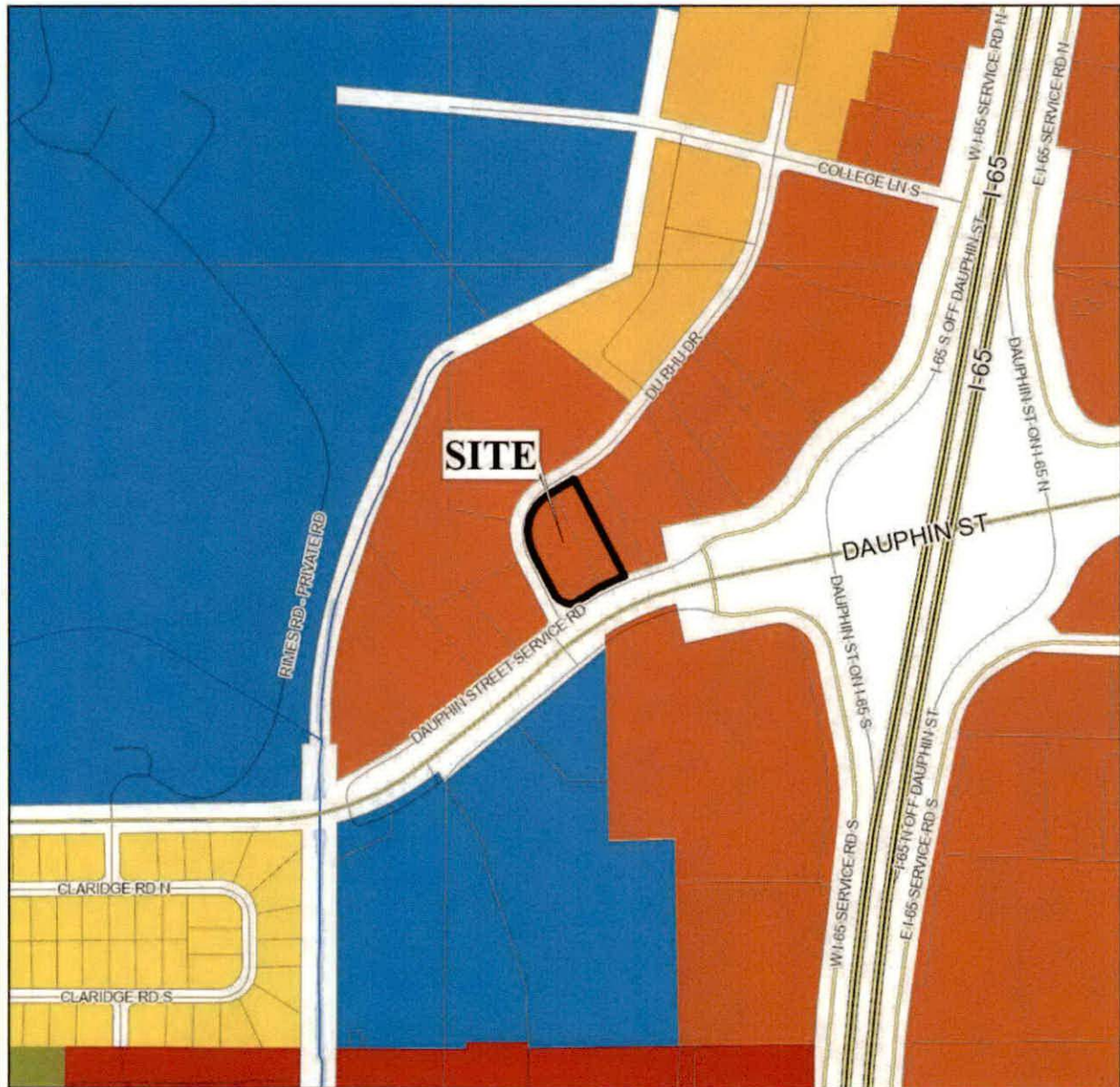
LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE March 20, 2025
 APPLICANT Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
 REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE March 20, 2025

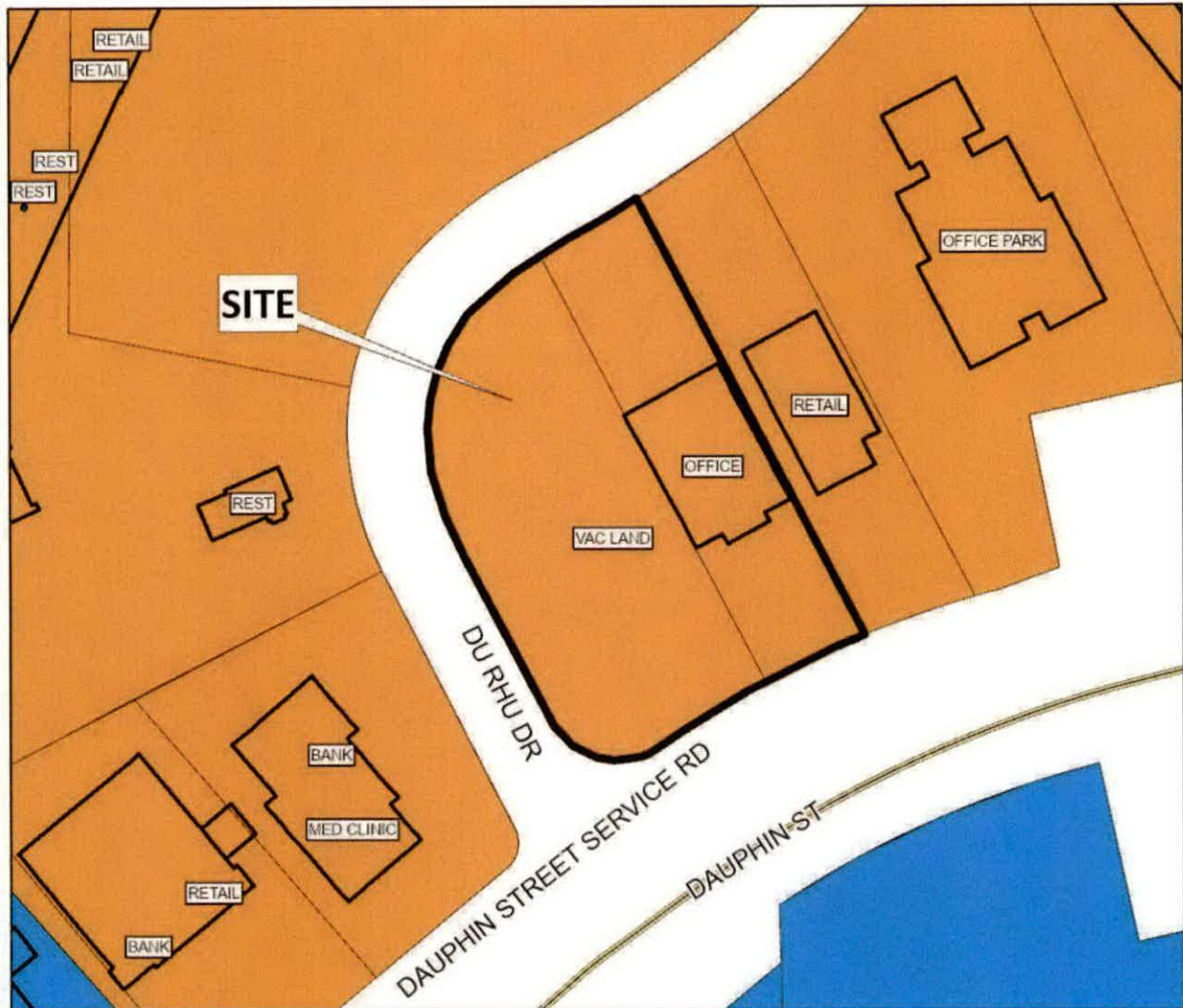
APPLICANT Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates

REQUEST PUD Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



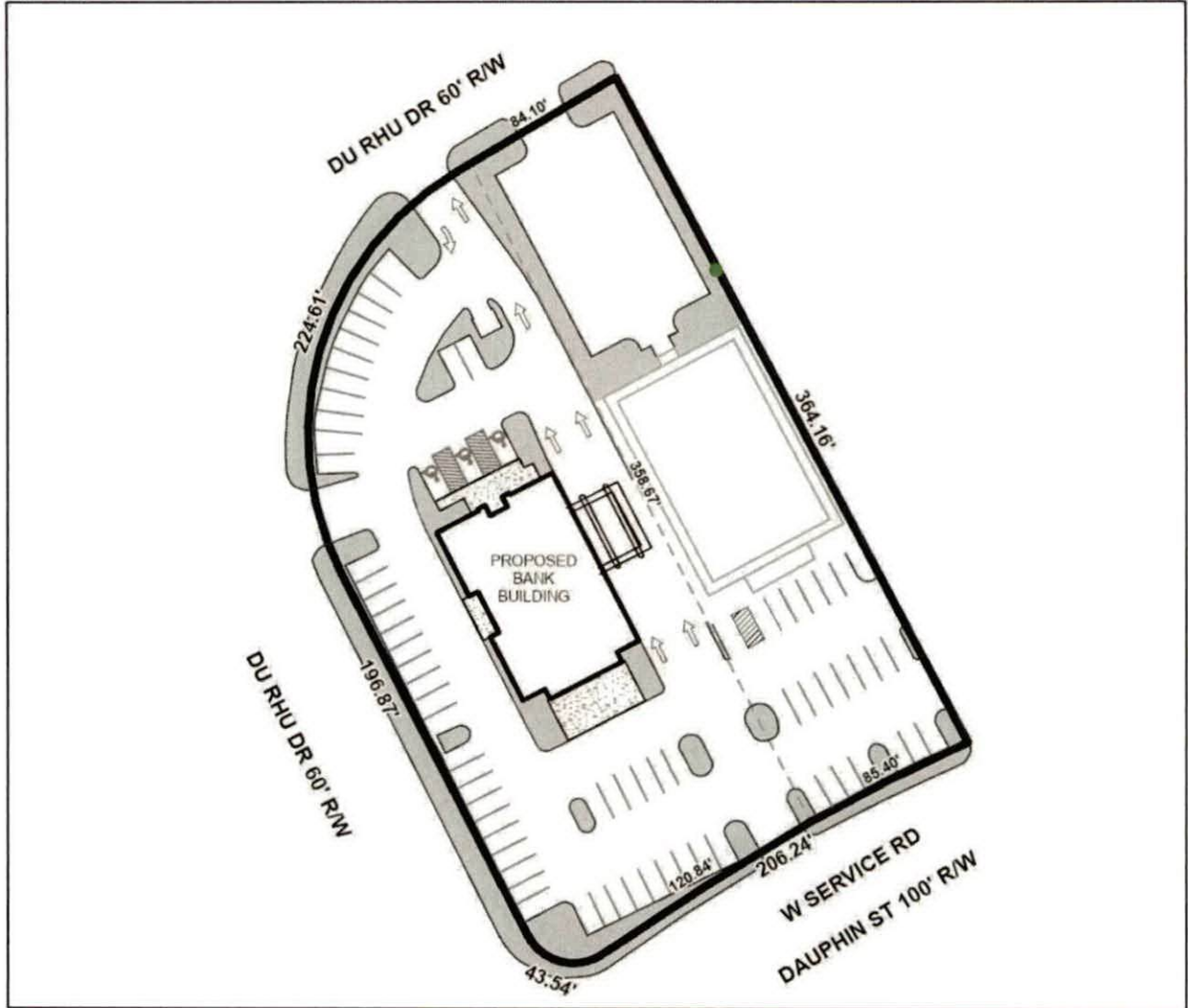
The site is surrounded by commercial units.

APPLICATION NUMBER 9 DATE March 20, 2025
 APPLICANT Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
 REQUEST PUD Modification

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



PROPOSED SITE PLAN



The site plan illustrates the proposed building, parking, and drive thru.

APPLICATION NUMBER	9	DATE	March 20, 2025
APPLICANT	Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates		
REQUEST	PUD Modification		



ZONING DISTRICT CORRESPONDENCE MATRIX																
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (M/XDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDW/RU)	
RESIDENTIAL - AG	R-A												☐			
ONE-FAMILY RESIDENCE	R-1	☒				☒		☒					☐			
TWO-FAMILY RESIDENCE	R-2	☒				☒		☒					☐	☐		
MULTIPLE-FAMILY	R-3	☐	☒			☒	☒						☐	☐		
RESIDENTIAL-BUSINESS	R-B		☐			☒		☒					☐	☐		
TRANSITIONAL-BUSINESS	T-B		☐		☒	☒	☒	☒					☐			
HISTORIC BUSINESS	H-B			☒		☒		☒					☐			
VILLAGE CENTER	TCD					☒	☒						☐			
NEIGH. CENTER	TCD					☒	☒						☐			
NEIGH. GENERAL	TCD					☒							☐			
DOWNTOWN DEV. DDD	T-6			☒									☐			
DOWNTOWN DEV. DDD	T-5.1			☒		☒		☐					☐			
DOWNTOWN DEV. DDD	T-5.2			☒		☒							☐			
DOWNTOWN DEV. DDD	T-4			☒		☒		☐					☐			
DOWNTOWN DEV. DDD	T-3			☒		☒							☐			
DOWNTOWN DEV. DDD	SD-WH									☐	☐		☐			
DOWNTOWN DEV. DD	SD	☐	☐	☐	☐	☐	☐	☐		☐	☐		☐			
BUFFER BUSINESS	B-1		☐			☐	☒	☒	☒				☐	☐		
NEIGH. BUSINESS	B-2		☐			☐	☒	☒	☒				☐	☐		
LIMITED BUSINESS	LB-2		☐			☐	☒	☒	☒				☐	☐		
COMMUNITY BUSINESS	B-3				☒				☒			☐	☐	☐		
GEN. BUSINESS	B-4			☒					☒			☐	☐	☐		
OFFICE-DISTRIBUTION	B-5								☒	☒			☐	☐		
LIGHT INDUSTRY	I-1									☒			☐	☐	☐	
HEAVY INDUSTRY	I-2										☒		☐			

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

AMBL LLC
PO BOX 7475
MOBILE, AL 36670

BRYANT BANK
MICHAEL HOLLAND
6151 AIRPORT BLVD
MOBILE, AL 36608

SPRINGHILL COLLEGE C/O LEGACY
VILLAGE, LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

3700 DAUPHIN LLC, AN ALABAMA
LLC
61 JORDAN LANE
MOBILE, AL 36608

SPRINGHILL REALTY ASSOC., AN
ALABAMA GENERAL PARTNERSHIP
3701 DAUPHIN STREET
MOBILE, AL 36608

LEGACY VILLAGE SHOPPING
CENTER LLC, C/O MORRISON
INVESTMENT GROUP LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

DAUPHIN WAY BAPTIST CHURCH
3661 DAUPHIN STREET
MOBILE, AL 36604

DAUPHIN 65 LLC
118 N ROYAL ST, STE 700,
MOBILE, AL 36602

ZUNDEL PROPERTIES L L C
3670 DAUPHIN ST
MOBILE, AL 36606

DAUPHIN SPRINGHILL CENTER
3279 AIRPORT BLVD
MOBILE, AL 36606

SMARTBANK
5401 KINGSTON PIKE, STE 600
KNOXVILLE, TN 37919

MILLER DAN A
213 LANIER AVE
MOBILE, AL 36607

**CLARK GEER LATHAM &
ASSOCIATES**
3901 SPRINGHILL AVE
MOBILE, AL 36608

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Monday, April 28, 2025 10:33:43 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Monday, April 28, 2025 10:32 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Mobile Bay Riders Cycling Club
Date To Address Council: 2025-05-06
Address: 6163 Bayou Rd, Mobile AL 36605
Email: info@mobilebayrcc.org
Phone: 2517762588
Subject And Specific Questions: Bicycling Advocacy
Pertain To City Business: City Planning for bicyclists
Signature: Rick Polacek, President
Signature Verify: X
Agree: X
Date Submitted: 2025-04-28 10:32:23

This submission was recieved from your website <https://www.cityofmobile.org/>

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, May 1, 2025 12:11:10 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, May 1, 2025 11:17:44 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: James williams

Date To Address Council: 2025-05-06

Address: 2504 convy street mobile alabama 36605

Email: mstrulab@yahoo.com

Phone: 251 470 8070

Subject And Specific Questions: Housing, housing repair for elderly and disabled

Pertain To City Business: shows that city is concerned for and helps elderly in their communities

Signature: James williams

Signature Verify: X

Agree: X

Date Submitted: 2025-05-01 11:17:44

This submission was recieved from your website <https://www.cityofmobile.org/>

AN ORDINANCE TO AMEND THE CHAPTER 25, (GARBAGE, TRASH, AND LITTER) ARTICLE I, (GARBAGE AND TRASH) SECTIONS 5 (HOUSEHOLD GARBAGE) and ARTICLE III, (ENFORCEMENT), SECTION 33 (PENALTIES) CITY OF MOBILE'S MUNICIPAL CODE TO CHANGE TIMING OF PLACEMENT AND REMOVAL OF GARBAGE CARTS AND CHANGE PENALTIES

Sponsored by: Councilmember Josh Woods, District 6

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

Mobile City Municipal Code Section 25-5 is amended and restated as follows:

(a) *Frequency*. Pickup of household garbage is once per week based on the household address. Holiday schedules may vary.

(b) *Garbage cart issuance*. The city will assign an initial ninety-six-gallon or sixty-four-gallon garbage cart to newly constructed residential units. All existing households eligible for collection are required to have a city-assigned garbage cart. An additional or replacement garbage cart may be assigned to the address by the city for a fee (for a total limit of two (2) per household). Title of the garbage cart shall at all times remain with the city. Payment options can be found by checking the city website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(c) *Garbage carts*.

(1) All household garbage shall be contained inside plastic bags and placed inside of a city-issued garbage cart. All garbage carts shall be closed to prevent animals from scattering the garbage. Garbage carts overloaded so that lids will not close will not be picked up.

(2) No intentional marking, drawing, or writing, or the intentional etching onto the exterior of the garbage cart is allowed. Address may be added to the inside of the lid using any preferred method except etching.

(3) Removal of garbage cart from the assigned address shall be prohibited.

(4) If the garbage cart is damaged by the city beyond the point of serviceability, it will be replaced or repaired at no cost to the homeowner.

(5) Failure to comply with any provision of 25-5(c) shall be a violation punishable under article III hereof.

(d) *Quantity*. Each household shall be limited up to two (2) city-issued garbage carts. Unauthorized garbage carts will not be picked up.

(e) *Maintenance*. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these carts, will not be collected. Deteriorated carts must be replaced at the cost of household. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.

(f) *Location*. All garbage carts shall be placed curbside and not placed in the street. Garbage carts should be placed with the handle facing away from the street to ensure the cart is aligned with the garbage truck loading mechanism. Carts placed in medians or on vacant lots will not be collected. Carts shall not obstruct the flow of traffic. Garbage carts not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service.

(g) *Time*. Household garbage containers shall be placed by the curb no earlier than 5:00 am the day before regular collection day, and empty containers should be returned to the household as soon as possible, but not later 6:00 am the day following collection day. If a resident does not know the collection day for their area, they may request this information by contacting Mobile 311 at 251-208-5311 or check the city website at www.cityofmobile.org. It shall be a violation of this chapter punishable under article III hereof to allow a container to remain by the curb beyond the time stated above.

(h) *Hazardous materials/waste*. It shall be a violation punishable under article III hereof to place these materials, as defined in 25-2, in garbage carts even if they are in a plastic bag.

(i) *Scrap tires*. It shall be a violation punishable under article III hereof to place these materials, as defined in 25-2, in garbage carts.

(j) *Service on private roads*. Garbage pickup on private roads can be arranged if the roads are sized, and owner maintained sufficiently to allow for the access and movement of city public services vehicles. Contact public services for procedures and requirements. The city reserves the right to deny or cease service.

Mobile City Municipal Code Section 25-33 is amended and restated as follows:

Sec. 25-33. - Penalties.

(a) It shall be unlawful for any person to violate any provision of chapter 25.

(b) *First violation of chapter*. For a first-time violation of this chapter, a defendant may elect to plead guilty before a magistrate. The penalty shall be a fifty dollars (\$50.00) fine,

plus court costs. A defendant in lieu of appearing before a magistrate may sign a guilty plea and waiver of trial provisions on a municipal offense ticket or uniform nontraffic citation and complaint ("UNTCC") and deliver the amount of the fine and costs to the clerk of the municipal court, or mail the correct amount pursuant to this section to the clerk of the municipal court, P.O. Box 2446, Mobile, Alabama 36652.

(c) Subsequent violations of chapter. For subsequent violations of this chapter a court appearance is required.

(d) Each day a separate violation. Each day a violation of this chapter is committed or permitted to continue shall constitute a separate offense.

(e) Penalty. Any person who appears in municipal court and is found guilty of a violation of this chapter may, in the discretion of the court, be punished by a fine of up to three hundred fifty dollars (\$350.00); or, in the alternative, may be subject to any lawful order including without limitation, community service or remedial action, including but not limited to picking up litter.

(f) Revocation or suspension of business license. Three (3) convictions of chapter 25 within a twelve-month period for offenses by a business establishment, or its agents, will result in immediate placement on the city council agenda for consideration of the suspension or revocation of the business license. See the City of Mobile Code, chapter 34.

(g) Schedule of fines. A schedule of fines for violations of this chapter shall be published in the municipal court magistrate's fine schedule, which appears at section 1-32 of the City Code.

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 62 Stresscrete K124 Paragon
LED decorative street light luminaires for Traffic Engineering.
CIP TIF award light/poles purchases and General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$169,800.02

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>23239</u>	2025	(2060) TRAFFIC ENGINEERING	62 STRESSCRETE K124 PARAGON LED DECORATIVE STREET LIGHT LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$169,800.02	(<u>75199</u>) <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023239-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference D Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 0248589863 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370 STRESSCRETE LTD K124R-B2AR-III100(SSL)-120:277-40KW RS Vendor Item	43.00 EACH	2738.71000	117764.53
-----	--	---------------	------------	-----------

1	2000.80.00.0000.0000.0000.0000.44020. E C0333 .OPERSUPPLS.			117764.53
---	---	--	--	-----------

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 D

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	STRESSCRETE LTD K124R-B2AR-III100(SSL)-120:277-40KW RS Vendor Item	19.00 EACH	2738.71000	52035.49
-----	---	---------------	------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023239-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference D Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.3005.2060.3005.0000.0000.44020.			52035.49

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 D

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total	169800.02
-------------------	-----------

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

Account	Amount	Remaining Budget
E C0333 .OPERSUPPLS.	117764.53	58.42

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	52035.49	787081.08
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.44020.	117764.53	787081.08
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023239-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference D Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	04/21/25	ADAM SPENCE	Auto approved by: 91054000	
Approved	04/21/25	JENNIFER WHITE		
Approved	04/22/25	BRENDA RHODES		
Approved	04/22/25	TIFFANY HOLLINS	Auto approved by: 910511034	
Approved	04/22/25	RELYA MALLORY	Auto approved by: 910511034	
Queued	04/22/25	DONALD ROSE	Auto approved by: 910511034	
Queued	04/22/25	SANDRA LEWIS	Auto approved by: 910511034	
Queued	04/22/25	STEVEN KRONINGER	Auto approved by: 910511034	
Queued	04/22/25	SAMANTHA COOLEY	Auto approved by: 910511034	
Queued	04/22/25	CLAUDE BUERGER IV	Auto approved by: 910511034	
Queued	04/22/25	ANNE FOLEY	Auto approved by: 910511034	
Queued	04/22/25	JOHN PAINE	Auto approved by: 910511034	

Authorized By: _____ Date: _____
 Signature

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Private Equity

Public Sector



K-12 Education



Higher Education



State & Local Government

OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

- **Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**
City of Kansas City, MO | EV2370

VIEW CONTRACT
DOCUMENTATION

CONTACT US



Graybar Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO

Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023

Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029

RENEWED THROUGH January 31, 2029

Executive Summary

- [Executive Summary](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Master Agreement Documents

- [EV2370 Master Agreement Graybar](#)
- [New Jersey Disclosure](#)
- [Notice of Intent to Renew](#)
- [Contract Renewal](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Solicitation Process

- [EV2370 RFP](#)
- [EV2370 RFP Postings](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia’s competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

Contract# 5350



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve Master Services Agreement with Sawgrass Consulting, LLC. for engineering services.

Amount of Contract:

\$420,000.00

Funding Source

C0994

ATTACHMENTS:

1. 2025-3005-04 Master Services Agreement (Sawgrass Consulting, LLC) 4.24.25

REVIEWERS:

Lana Gauthier
Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Master Services Agreement COM Project: 2025-3005-04

PROJECT #: C0994 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering and construction inspections services.

CONTRACT AMOUNT: \$420,000.00

VENDOR NAME: Sawgrass Consulting, LLC

VENDOR NUMBER: 293775

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **N** X; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date: 4/23/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carrol, C.J. Small, Ben Reynolds, Joel Daves,
Josh Woods, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
That the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest,
respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the
company **Sawgrass Consulting, LLC**, for work as outlined in the contract attached hereto, regarding
2025 Capital Improvement Plan (CIP) City-Wide Street Assessment, and made a part hereof as set forth
in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Sawgrass Consulting, LLC
Project Name: Master Services Agreement (D1-7)
COM Project # 2025-3005-04
Cost: \$420,000.00

Adopted:

City Clerk

MASTER SERVICES AGREEMENT
Between THE CITY OF MOBILE, ALABAMA and
SAWGRASS CONSULTING, LLC

This Master Services Agreement (“Agreement”) is made and entered into by and between the **City of Mobile, Alabama**, a municipal corporation organized and existing under the laws of the State of Alabama (“City”), and **Sawgrass Consulting, LLC**, an Alabama limited liability company (“Engineer”), and is effective as of the date it is fully executed by all necessary parties (the “Effective Date”).

This Agreement sets forth the terms and conditions under which Engineer shall perform professional engineering services for the City of Mobile related to the 2025 Capital Improvement Plan (CIP) City-Wide Street Assessment and associated infrastructure projects. The City and Engineer may enter into one or more Task Orders under this Agreement in accordance with the provisions set forth herein.

1. SCOPE OF SERVICES

This Agreement governs the performance of professional engineering services by Engineer in support of the **2025 Capital Improvement Plan (CIP) City-Wide Street Assessment**, as assigned by the City’s Engineering Department under Task Orders. The City of Mobile Engineering Department project number for this engagement is **2025-3005-04**.

The Engineer’s scope of services under this Agreement may include, but is not limited to, the following:

1. Cost estimates for street resurfacing
2. Cost estimates for repairs to street infrastructure
3. Preparation of site-specific repair plans and typical sections
4. Development of a five-year resurfacing program
5. On-call services for assessment of streets and City-owned infrastructure
6. Survey services as needed to support assessments
7. On-call engineering and construction inspections for City-led drainage projects

The specific services to be provided under this Agreement (“**Services**” and “**Deliverables**”) shall be authorized in writing through **individual Task Orders**, each of which shall substantially follow the format attached as **Attachment A** and shall be incorporated by reference upon execution. Services shall be performed for the benefit of, and under the direction of, the City’s Engineering Department.

1.1 Non-Exclusivity

This Agreement is **not exclusive**, and nothing herein shall be construed to prevent the City from engaging other consultants or service providers for similar or related services. The City

makes no guarantee or commitment regarding the number or value of Task Orders to be issued under this Agreement.

1.2 No Authorization Without Task Order and Notice to Proceed

Notwithstanding any other provision of this Agreement, the Engineer shall not commence any Services unless and until a Task Order has been fully executed by both parties and the City has issued a written Notice to Proceed for such Task Order. The City shall not be responsible for payment of any Services performed prior to the issuance of the applicable Notice to Proceed.

2. TASK ORDER PROCESS

2.1 Proposal Submission: Upon the City's request, the Engineer shall submit a Task Order proposal identifying the specific project ("**Project**"), a description of the proposed **Services** and **Deliverables**, a not-to-exceed amount for compensation ("**Compensation**"), and a proposed schedule for performance ("**Project Schedule**").

2.2 Execution of Task Order: Each Task Order shall be subject to the mutual written agreement of the parties and shall become effective as of the date specified in the Task Order. No Services shall be performed until the Task Order is fully executed by both parties.

2.3 Amendments to Task Orders: Any modifications to a Task Order, including changes to scope, schedule, or Compensation, shall be made only by a written amendment executed by both parties in accordance with **Section 7 (Change Orders)**.

2.4 Rate Basis and Limits: Each Task Order shall include a not-to-exceed amount and shall reference the applicable rates contained in **Attachment C – Hourly Rate Schedule**.

2.5 Notice to Proceed: Upon approval and execution of a Task Order, the City shall issue a written **Notice to Proceed**, after which the Engineer shall commence work within ten (10) calendar days unless otherwise specified.

3. INVOICING AND PAYMENT

3.1 Compensation Method: The City shall compensate the Engineer on a **time and materials basis** for Services performed under this Agreement, in accordance with the rate schedule provided in **Attachment C**, and subject to any not-to-exceed limits set forth in individual Task Orders.

3.2 Invoicing Requirements: The Engineer shall submit itemized invoices for each Task Order. Each invoice shall identify the specific Services and Deliverables completed, the dates of performance, and any approved reimbursable expenses. Reimbursable expenses shall be supported by appropriate backup documentation, including but not limited to receipts, mileage logs, or other substantiating records, as applicable. Invoices submitted without the required documentation may be rejected or subject to delay in processing.

3.3 Payment Terms: The City shall pay all undisputed portions of properly submitted invoices within **thirty (30) business days** of receipt. The City shall notify the Engineer in writing of any disputed amounts and the basis for such dispute.

3.4 Aggregate Not-to-Exceed Amount: The total compensation payable to the Engineer for all Services performed under this Agreement, including all subcontractor or subconsultant costs, shall not exceed **Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00)** without a written amendment approved by the City.

3.5 Task Order Limits: Each Task Order shall include its own not-to-exceed amount, which shall be tracked separately from the overall Agreement cap, and shall be consistent with the rates set forth in Attachment C.

3.6 Audit and Records Retention

The Engineer shall maintain complete and accurate records of all costs and charges incurred under this Agreement, including but not limited to timesheets, expense records, invoices, and subconsultant agreements, for a period of at least **three (3) years** after final payment under this Agreement or any applicable Task Order.

The City, its internal or external auditors, and any applicable funding agencies shall have the right to **inspect, audit, and copy such records** upon reasonable notice during normal business hours. This right of audit shall survive expiration or termination of this Agreement.

4. PERIOD OF PERFORMANCE

4.1 Term of Agreement: This Agreement shall become effective as of the Effective Date and shall remain in effect for a period of **three (3) years**, unless earlier terminated in accordance with this Agreement.

4.2 Task Order Periods: The period of performance for each Task Order shall be as stated in the applicable Task Order. The City may issue Task Orders at any time during the term of this Agreement.

4.3 Survival of Task Orders: In the event of expiration or termination of this Agreement, any Task Order then in effect shall remain valid and enforceable until completion of the Services described therein, unless otherwise agreed in writing by the parties. In such event, the terms and conditions of this Agreement shall survive and continue to govern the outstanding Task Order(s).

4.4 Extension of Time: The City may extend the performance period of this Agreement or any Task Order through a written Change Order in the form attached as Attachment B, subject to mutual agreement by the parties. A Change Order may modify the schedule for a specific Task Order or extend the overall term of this Agreement, provided that such extension is expressly stated. Any extension of time is subject to the continued availability of appropriated funds, as set forth in Section 4.5, and shall not affect the City's rights under Section 20 (Termination).

4.5 Availability of Funds

This Agreement and any Task Order issued hereunder are contingent upon the availability of appropriated funds. The City shall have no liability for payment beyond funds legally appropriated and authorized by the City Council or other applicable funding authority. If funding is reduced, withdrawn, or unavailable for any reason, the City may suspend or terminate this Agreement or any Task Order without further obligation or liability, upon written notice to the Engineer.

5. CITY'S RESPONSIBILITIES

5.1 Designated Representative: The City shall designate a representative to act on its behalf with respect to each Task Order. This individual shall have the authority to transmit instructions, receive information, and interpret and define the City's requirements and decisions pertaining to the applicable Services.

5.2 Provision of Information: The City shall provide Engineer with access to all technical data, reports, records, and other information in the City's possession or control that is reasonably necessary for the performance of the Services.

5.3 Coordination and Access: Where applicable and not otherwise provided for in the Task Order, the City shall obtain or arrange for:

- 5.3.1 All required public notices and published advertisements for bids;
- 5.3.2 Access to or acquisition of necessary land, easements, and rights-of-way; and
- 5.3.3 Payment of any costs associated with such notices, access, or property rights.

6. ENGINEER'S RESPONSIBILITIES

6.1 Project Manager: The Engineer shall designate a qualified **Project Manager** who shall serve as the primary point of contact for all Services performed under this Agreement. The Project Manager shall have full authority to act on behalf of the Engineer in all matters relating to this Agreement and any associated Task Orders. The Engineer shall not substitute the Project Manager without the City's prior written approval.

6.2 Independent Contractor: The Engineer shall perform all Services as an **independent contractor** and not as an agent or employee of the City. The Engineer shall be solely responsible for the compensation, benefits, insurance, and taxes, if any, of its employees and agents.

6.3 Standards and Compliance: The Engineer shall perform all Services in accordance with:

- Applicable **federal, state, and local laws** and regulations;
- The **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition**;
- All applicable **City of Mobile ordinances and standards**; and
- **City practices and procedures** relevant to the work being performed.

6.4 Conflict of Interest Representation

The Engineer represents that, to the best of its knowledge, no actual or potential conflict of interest exists with respect to its performance under this Agreement. The Engineer agrees to promptly disclose in writing to the City any actual or potential conflict of interest that may arise during the term of this Agreement, including any personal, professional, or financial relationships that could improperly influence the Engineer's judgment or services. The Engineer further agrees to comply with all applicable provisions of the City of Mobile's ethics policies and ordinances governing conflicts of interest, as may be amended from time to time. A copy of such policies shall be provided to the Engineer upon request.

6.5 Subconsultants and Flow-Down Requirements

The Engineer shall not retain any subconsultant or subcontractor to perform Services under this Agreement without the prior written approval of the City. The Engineer shall ensure that all approved subconsultants are bound by written agreements that require compliance with all applicable terms of this Agreement, including but not limited to insurance, indemnification, public records, and professional standards.

The Engineer shall remain fully responsible for the performance of any subconsultants and shall be liable for any acts or omissions of such parties as if they were their own.

All plans, designs, recommendations, and other deliverables shall conform to these standards unless otherwise approved in writing by the City.

6.6 Site Conditions and Cleanliness Observations

While the Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, the Engineer shall, in the course of performing inspections or assessments, promptly notify the City of any observed site conditions that are unsafe, unsanitary, excessively disordered, or in apparent violation of applicable codes or project requirements. The Engineer shall cooperate with the City and the contractor, as appropriate, to support the maintenance of a clean, orderly, and safe work environment. Nothing in this section shall be construed to impose upon the Engineer a duty to inspect for or ensure the safety of construction means and methods, which remains the responsibility of the contractor.

7. CHANGE ORDERS

The City or the Engineer may, from time to time, request modifications or changes to the **Services, Deliverables, Compensation, or Project Schedule** described in a Task Order. To the extent such changes are mutually agreed upon, the affected scope, compensation, and schedule shall be equitably adjusted.

All changes shall be set forth in a written **Change Order**, substantially in the form of **Attachment B**, and signed by both parties. Upon execution, the Change Order shall amend the applicable Task Order and become part of this Agreement by reference.

No change in the Services, Deliverables, schedule, or Compensation shall be effective unless documented in a signed Change Order.

8. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance under this Agreement if and to the extent such delay or failure is caused by conditions beyond its reasonable control, including but not limited to:

- Acts of God or natural disasters;
- Extraordinary weather events;
- War, terrorism, civil unrest, or riots;
- Strikes, lockouts, or other labor disturbances; or
- Acts or omissions of governmental authorities.

The affected party shall provide prompt written notice to the other party describing the nature of the delay and the expected duration. The time for performance shall be equitably extended for the duration of the event, provided that the affected party continues to make reasonable efforts to resume performance.

9. RIGHTS IN DATA

All right, title, and interest in and to all **reports, drawings, specifications, plans, calculations, designs, models, cost estimates, and other work product** prepared by Engineer and delivered to the City under this Agreement (collectively, “**Work Product**”) shall be and remain the property of the City, whether in printed, digital, or other form.

The City shall have the unrestricted right to use, reproduce, publish, or distribute any Work Product for any City purpose, including future modification or reuse, without further compensation to the Engineer.

The Engineer may retain copies of all Work Product for its records and internal reference.

Notwithstanding the foregoing, Engineer shall retain ownership of any **pre-existing proprietary tools, software, templates, or methodologies** used to prepare the Work Product, provided that such materials do not include or incorporate confidential or proprietary information of the City.

Nothing in this Section shall be interpreted to limit or restrict the City’s rights or obligations under applicable **public records laws**, including but not limited to access, disclosure, and production of records.

9.1 Public Records Compliance

The Engineer acknowledges that the City is subject to the **Alabama Open Records Act** and other applicable laws governing public access to records. To the extent required by law, the Engineer agrees to cooperate fully with the City in responding to any public records request related to this Agreement or any Task Order.

The Engineer shall not assert copyright or confidentiality restrictions that would prevent the City from complying with its public records obligations. Nothing in this Agreement shall be construed to limit the City's responsibility or discretion to determine whether a record is subject to public disclosure.

10. INSURANCE REQUIREMENT

ENGINEER shall procure and maintain, at its sole cost and expense, insurance coverage with insurers authorized to do business in the State of Alabama and rated no less than A- by AM Best, for the duration of this Agreement and any Task Orders issued hereunder.

10.1 Required Coverages ENGINEER shall maintain the following minimum insurance coverage:

A. Commercial General Liability (CGL)

- Minimum Limits: \$1,000,000 per occurrence / \$2,000,000 general aggregate.
- Must include: Bodily Injury, Property Damage, Personal and Advertising Injury, and Products/Completed Operations.
- Must include coverage for liability assumed under this Agreement (Contractual Liability).
- The policy shall not exclude Contractual Liability.

B. Commercial Automobile Liability

- Minimum Limit: \$1,000,000 Combined Single Limit.
- Must apply to all owned, hired, and non-owned vehicles.

C. Workers' Compensation and Employers' Liability

- Statutory limits for Workers' Compensation (as required by Alabama law).
- Employers' Liability: \$1,000,000 per accident / per employee / per policy limit.
- Must include a **Waiver of Subrogation** in favor of the City of Mobile.

D. Professional Liability (Errors and Omissions)

- **Minimum Limit: \$1,000,000 per claim / \$1,000,000 annual aggregate.**
- **Coverage shall apply to negligent acts, errors, or omissions arising out of the performance of professional services under this Agreement.**
- **The policy shall be maintained continuously throughout the term of this Agreement and for a period of at least one (1) year following final completion of all Services.**

10.2 Additional Policy Requirements All required insurance policies shall:

- Name the **City of Mobile** as an **Additional Insured** on the CGL and Auto policies, for both **ongoing and completed operations**.
- Provide coverage that is **Primary and Non-Contributory** to any insurance maintained by the City.

- Include a **Waiver of Subrogation** in favor of the City wherever permissible by law.
- Include an endorsement stating that the **City will receive at least 30 days' prior written notice** of cancellation, non-renewal, or material modification (10 days for non-payment of premium).

10.3 Evidence of Insurance ENGINEER shall provide a valid **Certificate of Insurance (COI)** prior to the commencement of any Services under this Agreement. The COI must expressly confirm:

- Additional Insured status;
- Primary and Non-Contributory coverage;
- Waiver of Subrogation; and
- Inclusion of Contractual Liability coverage.

The COI shall include the applicable endorsement form numbers (e.g., CG 20 10, CG 20 37 for Additional Insured status; CG 24 04 for Waiver of Subrogation), or provide a copy of the endorsements themselves, unless the City agrees in writing that general confirmation is sufficient. The City reserves the right to reject COIs that do not clearly demonstrate compliance with the insurance requirements set forth in this Agreement and may request certified copies of all insurance policies and endorsements at any time.

11. INDEMNITY

The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under §41-9A-3 Code of Alabama (1975), or subsequent codifications thereof.

12. STANDARD OF PERFORMANCE

The **Engineer** shall perform all professional services under this Agreement with the degree of **professional skill, care, diligence, and judgment** ordinarily exercised by qualified members of the same profession, under similar circumstances and in the same geographic region.

The Engineer shall be responsible for the accuracy and completeness of all services, deliverables, designs, reports, drawings, and other documents prepared under this Agreement.

All services shall be performed in a prompt, competent, and professional manner in accordance with:

- Applicable laws and regulations;
- Accepted industry standards;
- The terms of this Agreement; and
- Any reasonable instructions issued by the City pursuant to an authorized Task Order.

The Engineer shall be responsible for the acts or omissions of his employees, agents, subconsultants, and anyone acting under its direction or control.

13. SUSPENSION

The City may, at any time and without cause, suspend performance of the Services or any portion thereof by providing written notice to the Engineer.

Upon receipt of such notice, the Engineer shall immediately suspend the affected work and take all reasonable steps to minimize costs and prevent further performance until instructed to resume.

The City may direct resumption of the Services at any time by providing written notice to the Engineer. Upon receipt, the Engineer shall promptly resume work under the terms of the applicable Task Order.

If the period of suspension exceeds ninety (90) consecutive calendar days, the Engineer may request an equitable adjustment to the affected Task Order schedule or Compensation through a Change Order in accordance with Section 7.

14. - DEFAULT/BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during

performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

15. EFFECT OF DEFAULT.

Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by City because of Contractor's default or breach, City may take possession of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

16. WITHHOLDING PAYMENT DUE.

Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

17. CURE PLAN.

If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as

City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

18. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING.

Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

19. PEER REVIEW/VALUE ENGINEERING.

The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

20. TERMINATION

20.1 Termination for Convenience

The City may terminate this Agreement, in whole or in part, at any time and for any reason, by providing **thirty (30) days' prior written notice** to the **Engineer**. Upon receipt of such notice, the Engineer shall immediately cease work on the terminated portions of the Services, take all reasonable steps to minimize costs, and deliver to the City all completed or partially completed Work Product and records related to the Services.

The Engineer shall be entitled to payment for all Services **satisfactorily performed** up to the effective date of termination, including authorized reimbursable expenses incurred prior to termination and any unavoidable demobilization costs.

20.2 Termination for Cause

The City may terminate this Agreement immediately upon written notice to the Engineer if the Engineer:

- Fails to perform the Services in accordance with the terms of this Agreement;
- Commits a material breach of this Agreement;
- Engages in fraud, misrepresentation, or gross misconduct; or
- Becomes insolvent or subject to bankruptcy proceedings.

In the event of termination for cause, the City shall pay the Engineer only for Services satisfactorily performed through the effective date of termination, subject to any **offset or withholding** for damages or costs incurred by the City as a result of the Engineer's breach.

20.3 Effect of Termination

Termination of this Agreement shall not affect any Task Order that remains active and in good standing, unless such Task Order is specifically terminated. The City may elect to allow Task Orders to continue in effect subject to the terms of this Agreement.

20.4 Ownership of Materials Upon Termination

Upon termination of this Agreement for any reason, the Engineer shall promptly deliver to the City all work products, documents, data, reports, and materials prepared or partially prepared under this Agreement or any Task Order, whether complete or in draft form.

The City shall have the right to use such materials for any lawful purpose, subject to the rights retained by the Engineer under Section 9 for pre-existing proprietary tools or methodologies. The Engineer shall not condition delivery of such materials on the City's waiver of any claims.

21. NOTICE

Any notice, demand, request, or other communication required or permitted under this Agreement ("Notice") shall be in writing and shall be deemed given and effective:

- Upon **personal delivery** to the recipient;
- Upon confirmed delivery by a **recognized overnight courier service** (e.g., FedEx, UPS); or
- **Three (3) business days** after deposit in the United States Postal Service, sent by **certified mail, return receipt requested**, postage prepaid.

All Notices shall be addressed as follows:

If to the City:

City Engineering Department
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: John Forrester, P.E.

Copy to:

City of Mobile Legal Department
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: City Attorney

If to the Engineer:

Sawgrass Consulting, LLC

30673 Sgt. E.I. "Boots" Thomas Drive
Spanish Fort, AL 36527
Attn: Steven Delahunty, P.E.

Either party may change its Notice address by providing written notice to the other party in accordance with this Section.

Email addresses may be included for courtesy copies; however, email shall not constitute formal Notice unless expressly authorized in writing by both parties for specific communications or Task Orders.

22. SURVIVAL OF CONTRACT TERMINATION

The expiration or termination of this Agreement shall not affect the continuing obligations of either party that by their nature are intended to survive, including but not limited to:

- **Indemnification** (Section 11);
- **Rights in Data / Ownership of Work Product** (Section 9);
- **Insurance Obligations** (to the extent applicable to prior acts);
- **Governing Law, Venue, and Dispute Resolution**; and
- Any other provisions that expressly or by implication survive termination or expiration.

These provisions shall remain in full force and effect notwithstanding the expiration or termination of this Agreement, or any Task Orders issued hereunder.

23. MISCELLANEOUS

23.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict of law principles.

23.2 Assignment

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that the City may assign this Agreement to a successor governmental entity without Engineer's consent.

23.3 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

23.4 No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, shall confer any rights or remedies upon any person or entity other than the parties and their respective successors and permitted assigns.

23.5 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

23.6 Amendments and Waivers

This Agreement may be amended or modified only by a written document signed by authorized representatives of both parties. No verbal statements or email correspondence, regardless of content or intent, shall be construed as a valid amendment unless incorporated into a written and signed amendment. Any waiver of a provision must also be in writing and signed by the waiving party. A waiver of one breach shall not be deemed a waiver of any other or subsequent breach.

23.7 Venue and Jurisdiction

The parties agree that any action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in **Mobile County, Alabama**, and each party irrevocably submits to the jurisdiction and venue of such courts.

23.8 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

23.9 Neutral Construction

This Agreement is the result of joint drafting and negotiation by both parties, each of whom has had the opportunity to review and revise its terms with the assistance of legal counsel. Accordingly, no provision of this Agreement shall be construed against either party solely on the basis that such party drafted it.

23.10 Entire Agreement

This Agreement, together with its Attachments and any executed Task Orders, constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, or representations, whether written or oral, relating to the subject matter hereof.

23.11 Compliance with Alabama Immigration Law

Pursuant to Section 31-13-9, Code of Alabama 1975, by signing this Agreement, Engineer affirms that it will not knowingly employ or continue to employ an unauthorized alien and shall comply with applicable immigration laws throughout the term of this Agreement.

23.12 Prohibition on Boycotting

Engineer affirms that it is not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama may legally enjoy open trade.

23.13 Anti-Discrimination

Engineer shall comply with all applicable federal, state, and local anti-discrimination laws, including but not limited to City of Mobile Ordinance No. 14-034. Engineer shall make reasonable

efforts to award at least fifteen percent (15%) of any subcontracted work under this Agreement to socially and economically disadvantaged individuals or business entities.

23.14 Media Releases and Publicity

The Engineer shall not issue any public statements, press releases, marketing materials, or other publicity concerning the existence or subject matter of this Agreement or any Task Order without the prior written consent of the City. This restriction applies to printed, broadcast, and digital content, including social media and online platforms.

23.15 Debarment and Suspension Certification

The Engineer certifies that it is not presently debarred, suspended, or otherwise excluded from participation in any public contract by any federal, state, or local governmental agency. The Engineer shall immediately notify the City if it becomes subject to any such action during the term of this Agreement.

23.16 No Contingent Fees

The Engineer warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and in its sole discretion, to recover the full amount of such fee or commission.

23.17 Cumulative Remedies

All rights and remedies of the City under this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity. The exercise of any one right or remedy shall not preclude the exercise of any other right or remedy. No delay or failure to exercise any right or remedy shall operate as a waiver thereof.

23.18 Seal

This Agreement is executed under seal by the Engineer.

24. ATTACHMENTS

The following documents are attached to and incorporated into this Agreement by reference. In the event of a conflict between the terms of this Agreement and any Attachment, the terms of this Agreement shall control unless the conflicting term in the Attachment expressly states that it supersedes this Agreement.

- **Attachment A** – Task Order Template
- **Attachment B** – Change Order Template
- **Attachment C** – Hourly Rate Schedule
- **Attachment D** – Insurance Requirements

The City may amend or replace Attachments with written agreement of the parties without requiring a full amendment to this Agreement.

Order of Precedence

In the event of a conflict or inconsistency between the terms of this Agreement and those contained in any Attachment, proposal, Task Order, or incorporated document, the terms of this Agreement shall control unless a specific provision in the Attachment or Task Order expressly states that it supersedes this Agreement with respect to that particular matter.

SIGNATURES

Sawgrass Consulting, LLC

By: _____

Steve Delahunty, President

Date: _____

CITY OF MOBILE

By: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

By: _____

Its City Clerk

Print: _____

(Issued under the Master Services Agreement between the City of Mobile and [Engineer Name]) This Task Order (“Task Order”) is entered into by and between the City of Mobile (“City”) and [Engineer Name] (“Engineer”) pursuant to the terms and conditions of the Master Services Agreement between the parties dated _____, 20__ (“Agreement”), which is incorporated herein by reference. This Task Order is effective as of the date it is fully executed by all necessary parties (“Effective Date”).

1. PROJECT INFORMATION

- City Engineering Project No.: [Insert number]
 - Task Order No.: [Insert]
- (Both numbers must be referenced on all invoices.)

2. SCOPE OF SERVICES, DELIVERABLES, AND SCHEDULE

The Services to be performed by Engineer, including the project schedule, deliverables, and milestones, are described in the following documents, which are attached and incorporated herein by reference:

- ☐ Engineer’s proposal dated _____;
- ☐ Scope of Services checklist (if applicable); or
- ☐ Scope of Work described in Section 2.1 below.

2.1 Optional Scope (if not attaching a proposal):

[Insert summary scope directly here if desired]

3. COMPENSATION

- Not-to-Exceed Amount: \$[Insert amount]
- Method of Compensation: ☐ Time & Materials ☐ Lump Sum ☐ Unit Rate
- Reimbursable Expenses: ☐ Included ☐ Excluded ☐ As specified: [Insert]

4. PERIOD OF PERFORMANCE

- Start Date: [Insert]
- Completion Date: [Insert]
- or [Insert number] calendar days from Notice to Proceed.

5. NOTICE TO PROCEED

- ☐ Engineer is authorized to begin Services immediately upon execution of this Task Order.
- ☐ Engineer shall begin work only upon issuance of a written Notice to Proceed from the City.

6. SIGNATURES

Sawgrass Consulting, LLC

CITY OF MOBILE

By: _____
Steve Delahunty, President

By: _____
William S. Stimpson, Mayor

Date: _____

Date: _____

ATTACHMENT C

HOURLY RATE SCHEDULE

(For use under the Master Services Agreement between the City of Mobile and Sawgrass Consulting, LLC)

The attached hourly rates shall apply to all Time and Materials work performed under authorized Task Orders issued pursuant to the Master Services Agreement. Rates include overhead, profit, and all incidental costs not separately reimbursable.

Note: These rates shall remain valid for the initial term of the Agreement. Adjustments, if any, must be approved in writing by the City and documented as an amended Attachment C.



2025 HOURLY RATES

SENIOR PROJECT MANAGER	\$195.00 HOUR
PROFESSIONAL LAND SURVEYOR	\$180.00 HOUR
PROFESSIONAL ENGINEER	\$180.00 HOUR
STAFF ENGINEER	\$110 .00 HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$100.00 HOUR
SURVEY MANAGER	\$110.00 HOUR
ONE MAN SURVEY CREW	\$120.00 HOUR
TWO MAN SURVEY CREW	\$150.00 HOUR
THREE MAN SURVEY CREW	\$175.00 HOUR
CADD DESIGNER	\$110.00 HOUR
CADD TECHNICIAN	\$ 95.00 HOUR
ADMINISTRATIVE	\$65.00 HOUR

Client Rep Initials

ATTACHMENT D

INSURANCE REQUIREMENTS – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	HRT Insurance Group, LLC 6729-J Spanish Fort Blvd Spanish Fort, AL 36527	CONTACT NAME: Jamie Owens PHONE (A/C, No, Ext): (251)445-8300 FAX (A/C, No): (251)445-8303 E-MAIL: j.owens@hrtinsurancegroup.com ADDRESS:
INSURED	Sawgrass Consulting, LLC 30673 Sgt E.I. Boots Thomas Dr Spanish Fort, AL 36527-7648	INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company NAIC #: 18988 INSURER B: Auto-Owners NAIC #: 18988 INSURER C: Auto-Owners Insurance Company NAIC #: 26638 INSURER D: Certain Underwriters at Lloyds Of London NAIC #: AA11220 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00002326-0

REVISION NUMBER: 296

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	38999702	10/26/2024	10/26/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	5199970200	10/26/2024	10/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 0	Y	Y	5199970201	10/26/2024	10/26/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	A106617560	10/26/2024	10/26/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.	N	Y	PLC-03664-00	09/04/2024	09/04/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project No: 2025-3005-04

City of Mobile is included as Additional Insured to the on all policies (except Workers Compensation and Professional Liability), which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in the favor of City of Mobile In respects to the General Liability, Workers Compensation, Professional Liability, and Auto Policies. Thirty (30) Day Notice of cancellation, non-renewal, or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JCO)

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to various vendors for medical supplies for MFRD. Prices good for eight months, renewable for three additional eight-month periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20250218 Medical Agenda Package Bids

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for Medical Supplies

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to various vendors for medical supplies for MFRD. Prices good for eight months, renewable for three additional eight-month periods.
General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5932

How many bidders received bid packages (if applicable): 29 + web

How many bidders submitted bids (if applicable): 9

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5932</u>	Equipment Medical	173	See bid tabulation	Eight months, renewable for up to three additional eight- month periods.	<u>Various. See bid tabulation.</u>

Adopted:

City Clerk

VENDOR NUMBER:			25406			46577			131653			NOT A VENDOR			295482			281106			292189			279918			294398		
VENDOR NAME:			BOUNDTREE			DIXIE EMS SUPPLY			HENRY SCHEIN			HORIZON MEDICAL PRODUCTS			LIFE-ASSIST			MEDICAL SUPPLIES DEPOT			NASHVILLE MEDICAL & EMS			TAYLOR HEALTHCARE			ZOLL		
LINE #	ITEM	DESCRIPTION	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES
1	2078	EYE WASH, 4 OZ., US 3020	EACH	2.59	BT#1450-07006 eye wash solution 4oz 48ea/cs	EACH	2.25	tender 50200292	EACH	2.28	MEDIQUE 19818 1514399	EACH	7.72	HONEYWELL 203-32-000452-0000	EACH	2.4	HART HEALTH & SAFETY/4730 L-A PART #MD4	EACH			EACH	2.49	MEDIQUE #19818	EACH			EACH		
2	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL	EACH	0.65	BT #139Y trauma utility shears 7 1/4" yellow 1ea 50ea/bx	EACH	1	meditac 101807	EACH	0.62	DYNAREX 4187 700448	EACH			EACH	2.25	AMERICAN DIAGNOSTIC/320NY L-A PART #IN001-YEL	EACH	2.91	ADC 320NY	EACH	0.67	KENTRON #141-07	EACH			EACH		
3	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.	EACH	18.53	BT #170760 bp unit prosphyg 760 series, size 11 adult, black adcuuff nylon, pocket aneroid, case, lf	EACH	27	adc 760-11abk	EACH	17.5	ADC 760-11ABK 4990739	EACH	20.77	ADC 760-11ABK	EACH	18.5	AMERICAN DIAGNOSTIC/760-11ABK L-A PART#ADC_760-11ABK	EACH	20.95	ADC 760-11ABK	EACH			EACH			EACH		
4	6872	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS.	EACH	127.96	BT #2222-85300 v-vac manual suction unit	EACH	123	laerdal 985300	EACH	129.85	LAERDAL 985300 7021813	EACH			EACH		DISCONTINUED	EACH			EACH			EACH			EACH		
5	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.	EACH	18.53	BT#170763 BP UNIT PROSPHYG 760 SERIES SIZE 9 CHILD BLACK	EACH	49	adc 760-9cbk	EACH	17.5	ADC 760-9CBK 4997943	EACH			EACH	18.5	AMERICAN DIAGNOSTIC/760-9CBK L-A PART#ADC_760-9CBK	EACH	20.95	ADC 760-9CBK	EACH			EACH			EACH		
6	6887	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS	BOX	71.25	BT#020500endotracheal tube holder, thomas, adult, for et/sga tubes 6.5mm id to 21mm od	BOX	95	thomas 600-10000	BOX	71.25	LAERDAL 600-10000 2202270	BOX			BOX	67.5	LAERDAL MEDICAL/600-10000	BOX			BOX			BOX			BOX		
7	6888	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS	BOX	71.25	BT#020400 ENDOTRACHEAL TUBE HOLDER, THOMAS PEDIATRIC/CHILD, FOR ET/SGA TUBES 4.3MM ID TO 15.8MM OD	BOX	95	thomas 600-20000	BOX	71.25	LAERDAL 600-20000 4990708	BOX			BOX	67.5	LAERDAL MEDICAL/600-20000	BOX			BOX			BOX			BOX		
8	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.	EACH	25.67	BT#760TLF BP UNIT, PROSPHYG 760 SERIES, SIZE 13 THIGH, BLACK, ADCUFF NYLON, POCKET ANEROID, CASE LF	EACH	41	adc 760-13tbk	EACH	24.26	ADC 760-13TBK 4260014	EACH	28.61	ADC760-13TBK	EACH	25.5	AMERICAN DIAGNOSTIC/760-13TBK L-A PART#ADC_760-13TBK	EACH	28.95	ADC 760-13TBK	EACH			EACH			EACH		
9	6906	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS	EACH	10.86	BT#14130 CURAPLEX 11 POINT BRIDLE STRAP, BLACK 25EA/CS	EACH			EACH			EACH			EACH			EACH			EACH			EACH			EACH		
10	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE 200/BOX OR EQUAL	EACH	0.01	BT#1330-85300 CURAPLEX ALCOHOL PREP PAD, MEDIUM, STERILE 200/BX 20BX/CS	EACH	1.36	er 0100045 bx/200	EACH	1.41	HENRY SCHEIN 600-85200 5702219	EACH/ PER BOX	1.49	HCS HC50206	EACH	1.8	CARDINAL HEALTH/MW-APM L-A PART#AL1007	EACH	1.57	DYNAREX 113	EACH	1.27	KENTRON #72765-020-01	EACH			EACH		
11	6919	RING CUTTER, CHROME HANDLE WITH SAFETY LEVER, LARGE THUMBSCREW AMERICAN DIAGNOSTIC #380, NO SUBS	EACH	11.7	BT#2832-81418 RING CUTTER, ZUICE DELUXE	EACH	27	adc 380	EACH	15.1	ADC 380 1893597	EACH			EACH	10.95	AMERICAN DIAGNOSTIC/380 L-A PART #IN920	EACH	14.59	ADC 380	EACH			EACH			EACH		
12	6944	OB KITS, 12 EACH/CASE	DOZEN	99.24	BT#540-172EA-A CURAPLEX OB KIT, GLOVES, CLAMPS, SCISSOR, SPONGES, TOWELS, APRON, TIE OFF, OB PAD, UNDERPAD TOWELETTTE	DOZEN	65	er evr629202	DOZEN	57.96/ 4.83 EA	DMS 01120B 7022902	DOZEN			DOZEN	6.6 EACH	MOTION MEDICAL/KT500LF	DOZEN	63.95 CS/10	DYNAREX 4902	DOZEN	51.48	KENTRON #999700	DOZEN			DOZEN		
13	6951	BAGS RED, BIO MEDICAL WASTE BAGS, WITH SYMBOL & WORDS IN BLACK, MEET A.S.T.M. DART TEST REQUIREMENTS, 25 X 34, 20 GAL., 50 EACH PER BOX, 4 BOXES PER CASE.	CASE	38.47	BT#520-F117 BIOHAZARD BAG, 30.5"X41", 20-30GAL, 1.2MIL, RED W/BLACK PRINT BIOHAZARDOUS WASTE 250-CS	CASE			CASE	31.4	MEDEGEN 108M 1539900	CASE			CASE	35 CS/250	MEDEGEN MEDICAL/108M L-A PART# BD108	CASE	33.74	MEDEGEN 108MBX	CASE			CASE			CASE		
14	6966	THERMOMETER, WELCH ALLYN, BRAUN, THERMOSCAN PRO 6000 EAR THERMOMETER	EACH	235.49	BT#2731-14602 THERMOMETER,EAR, BRAUN THERMOSCAN PRO6000, W/SM CRADLE	EACH	272	pro6000 06000-200	EACH	277.65	WELCH ALLYN 0600-200 1243558	EACH	570.76	WELCH ALLYN 06000-200	EACH	259	WELCH ALLYN 06000-200 L-A PART #TH6000	EACH	267.94	HILLROM 06000-200	EACH	284.69	WELCH ALLYN PRO 6000	EACH			EACH		
15	6967	BRAUN THERMOSCAN PRO 6000 EAR THERMOMETER DISPOSABLE PROBE COVERS (QTY. 5000: 1 CASE CONTAINS 25 SHELF BOXES, EACH SHELF BOX CONTAINS 10 PACKS 20 COVERS PER PACK), NO SUBS.	CASE	346	BT#2733-14605 PROBE COVERS, BRAUN THERMOSCAN PRO6000 EAR THERMOMETER, DISPOSABLE 200/BX 25BX/CS	CASE	336	0600-005	CASE	335	WELCH ALLYN 06000-005 5660557	CASE	365.13	WELCH ALLYN 06000-005	CASE	12.95 PER BOX 200/323.7 5 PER CASE	WELCH ALLYN 06000-005 L-A PART#TH6000PC	CASE	326.94	HILL ROM 06000-005	CASE	449	PRO 6000 COVERS, 5000/CS	CASE			CASE		
16	6969	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100 20 UNITS PER CASE.	CASE			CASE		arbu-discontinued	CASE			CASE			CASE		DISCONTINUED	CASE			CASE			CASE			CASE		
17	9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE.	CASE	72	BT# 1071-10204 CURAPLEX EMESIS BAG 1000CC STANDARD 25/PK 6PK/CS	CASE	54	er evoebbl	CASE	31.32	HENRY SCHEIN 5701178	CASE	31.25	HCS7009	CASE	40 PER 100	MEDEGEN MEDICAL/3933 L-A PART#PA3933	CASE	52.36	DYNAREX 4707	CASE	41.76	KENTRON #404085 144/CS	CASE			CASE		

18	13194	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.	EACH	4.24	BT# 3141-70001 HEAD IMMOBLIZER, STA-BLOK, RADIOLUCENT, MRI AND CT-SCAN COMPATIBLE 30/PK	EACH	5	sta-block laerdal 700-00001	EACH	4.28	LAERDAL 700-00001 2037034	EACH	4.15	LAERDAL MEDICAL/700-00001 L-A PART#SY975	EACH		EACH	EACH	EACH								
19	13205	STETHOSCOPE PLATINUM CLINICIAN ADSCOPE 612, ADULT, OVERALL LENGTH 30.5" ADC ITEM 612BK, COLOR- BLACK, NO SUBS.	EACH	37.71	BT# 170612BK STETHOSCOPE PLATINUM EDITION LIGHT BLACK ADSCOPE	EACH	38	adc 612bk	EACH	33.36	ADC 612BK 6780426	EACH	53.13	ADC 612BK L-A PART#ST612BLK	EACH	33.94	ADC 612BK	EACH		EACH							
20	13269	SHARPS-A-GATOR SMALL, 5 QUART, PACKED 30 PER CASE, TYCO.HEALTHCARE/KENDALL #4838-R, REF #31144-36 #31144010.	CASE	128.7	BT# 1860-87085 SHARPS CONTAINER 5.4 QUART 1 L/A/CS	CASE	102	dynarex 4624 20/cs	CASE	164.4/ 5.48 EA	KENDAL 85075A 8904792	CASE	99.2	CARDINAL HEALTH/31143699 L-A PART#IS3699	CASE	82.95 CS/20	DYNAREX 4624	CASE	78.96	KENTRON #412275R 24/CS	CASE						
21	13607	TUBE, SHILEY ENDOTROL ORAL/NASAL ENDOTRACHEAL TUBE CUFFED, MURPHY EYE, 7.0 mm, WITH CONTROL TIP, COVIDIEN, 10 PER BOX, #86351, NO SUBS.	BOX	101.9	BT# 028351 ENDOTRACHEAL TUBE 28 FRENCH 7.0MM 10/BX ENDOTROL	BOX		discontinued	BOX			BOX			BOX	22	TELEFLEX 112082070	BOX		BOX							
22	13609	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391 OR EQUAL	CASE	31.16	BT#536-NON24391 PILLOW 16"X22" 10OZ SINGLE PIT USE, MADE OF FLAME-RETARDANT, GARNETED POLYESTER 12/CS	CASE	32	medline non24391	CASE	45.9	PILLOW 51107-4155 8300109	CASE	27	THE PILLOW FACTORY/571107-652 L-A PART#BS235	CASE	36.9	MEDLINE NON24391	CASE	42	KENTRON #162210D-12/CS	CASE						
23	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, 16oz., 12/CASE, #80790, NO SUBS.	CASE	84.6	BT# 1064-00242 ANTIMICROBIAL SOAP EQUI-STAT LIQUID 18.2 OZ PUMP BOTTLE 1/EA 12EA/CS	CASE	72	dial 2340080790	CASE	63.6	DIAL 80790 3903681	CASE	156	HENKEL CONSUMER BRANDS/LGSIAB079 OCT L-A PART#AL80790	CASE	61.94	DIAL 80790	CASE		CASE							
24	13612	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING ALOE, GLYCERIN & VITAMIN E, 100/BOX, 10 BOXES/CASE, NO SUBS.	CASE	58.9	BT#020300 SANI-HANDS ALC ALCOHOL GEL HAND WIPE 100/BX 10BX/CS	CASE	54.72	d43600 sani-hands	CASE	53.2	PDI D43600 6100877	CASE	4.3	PDI/D43600 L-A PART#AL354A	CASE	48.49	PDI D43600	CASE		CASE							
25	13613	MASK FLUIDSHIELD, FOG-FREE PROCEDURE MASK W/WRAP AROUND SPLASHGUARD VISOR, PLEAT-STYLE W/EARLOOPS, FOAM BAND, ORANGE, 2 BOXES OF 12/CASE, KIMBERLY CLARK 47147, NO SUB.	CASE	22.72	BT# 29080 MASK PROCEDURE FLUIDSHIELD W/SPLASHGUARD VISOR ORANGE 25/BX 4BX/CS	CASE	86	25/pkg 4/cs kc 47147	CASE	22.32	KIMBERLY CLARK 47147 1531368	CASE	90 CS/100	HALYARD HEALTH/47147 L-A PART#IC90	CASE	85.94	KIMBERLY CLARK 47147	CASE		CASE							
26	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.	CASE	364	BT#602500 IV CATHETER, INTROCAN SAFETY 24GA X 0.75" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252500-02 5070341	CASE	352	B BRAUN/4252500-02 L-A PART#OT2500	CASE	441	B BRAUN 4252500	CASE		CASE							
27	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.	CASE	364	BT#602519 IV CATHETER, INTROCAN SAFETY 22GA X1" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252519-02 5075531	CASE	352	B.BRAUN/4252519/0 2 L-A PART#IT2519	CASE	402	B BRAUN 4252519	CASE		CASE							
28	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.	CASE	364	BT#60235 IV CATHETER, INTROCAN SAFETY 20GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252535-02 5070313	CASE	352	B.BRAUN/4252535-02 L-A PART#IT2535	CASE	362	B BRAUN 4252535	CASE		CASE							
29	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.	CASE	364	BT#602560 IV CATHETER, INTROCAN SAFETY, 18GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252560-02 9866186	CASE	352	B.BRAUN/4252560-02 L-A PART#IT2560	CASE	362	B BRAUN 4252560	CASE		CASE							
30	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.	CASE	364	BT#602586 IV CATHETER, INTROCAN SAFETY 16GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252586-02 5070660	CASE	352	NB.BRAUN/4252586-02 L-A PART#IT2586	CASE	402	B BRAUN 4252586	CASE		CASE							
31	13619	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.	CASE	368	BT #601890 IV CATHETER, INTROCAN SAFETY 14GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4251890-02 5072767	CASE	370	B.BRAUN/4251890-02 L-A PART#BBRA_4251890	CASE	399	B BRAUN 4251890	CASE		CASE							
32	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.	CASE	321.12	BT# E6251 GLUCOSE TEST STRIPS, PRECISION XTRA CAPILLARY CLIA WAIVED 50/BX 12BX/CS	CASE			CASE	230.16	ABBOTT 99838-65 8404732	CASE	390	ABBOTT DIABETES/99838 L-A PART#ABB2_99838	CASE			CASE		CASE							
33	13627	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE AMBU 520 21100, NO SUB.	CASE	108.6	BT#2442-52002 BVM SPUR II ADULT W/MED ADULT MASK INDIVIDUALLY BAGGED 12EA/CS	CASE	115	ambu 520211000	CASE	107.88	AMBU 520211000 4993940	CASE	114.3	AMBU/520211000 L-A PART#OMS200	CASE			CASE		CASE							

49	16061	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.	CASE	154	BT#264003 EXTRICATION COLLAR AMBU PERFIT NECKLESS SIZE 3 50EA/CS 000 264 503	CASE	189	ambu	CASE	165.5	AMBU 000264503 9857405	CASE			CASE	180 PER CS/50	AMBU/000264503 L-A PART#CX643-50	CASE			CASE				CASE			
50	16062	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.	CASE	154	BT#264004 EXTRICATION COLLAR AMBU PERFIT SHORT SIZE 4 50EA/CS 000 264 504	CASE	189	ambu	CASE	165.5	AMBU 000264504 9852773	CASE			CASE	78 PER CS/20	AMBU/000264204 L-A PART# CX6444	CASE			CASE				CASE			
51	16063	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS	CASE	154	BT#264005 EXTRICATION COLLAR AMBU PERFIT REGULAR SIZE 5 50EA/CS 000 264 505	CASE	189	ambu	CASE	165.5	AMBU 000264505 9852073	CASE			CASE	78 PER CS/20	AMBU/000264205 L-A PART#CX645	CASE			CASE				CASE			
52	16064	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS.	CASE	154	BT#264006 EXTRICATION COLLAR AMBU PERFIT TALL SIZE 6 50EA/CS 000 264 506	CASE	189	ambu	CASE	165.5	AMBU 000264506 9853555	CASE			CASE	78 PER CS/20	AMBU/000264206 L-A PART#CX646	CASE			CASE				CASE			
53	16065	TUBE TRACHEAL, RUSCH FLEXI-SET 2.5 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506525, 10 EACH PER BOX, NO SUB.	BOX	12.3	BT#2113-10325 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 2.5MM UNCUFFED 10EA/BX 10BX/CS	BOX	35	rusch	BOX			BOX			35	RUSCH/506525 L-A PART#AE525	BOX	37.4	RUSCH 506525	BOX				BOX				
54	16066	TUBE TRACHEAL, RUSCH FLEXI-SET 3.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506530, 10 EACH PER BOX, NO SUB.	BOX	12.3	BT#2113-10330 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 3.0MM UNCUFFED 10EA/BX 10BX/CS	BOX	35	rusch	BOX			BOX			35	RUSCH/506530 L-A PART#AE530	BOX	37.4	RUSCH 506530	BOX				BOX				
55	16068	TUBE TRACHEAL, RUSCH FLEXI-SET 4.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506540, 10 EACH PER BOX, NO SUB	BOX	12.3	BT# 2113-10340 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 4.0MM UNCUFFED 10EA/BX 10BX/CS	BOX	35	rusch	BOX	44.2	TELEFLEX 506540 1262285	BOX			35	RUSCH/506540 L-A PART#AE540	BOX	37.4	RUSCH 506540	BOX				BOX				
56	16069	TUBE TRACHEAL, RUSCH FLEXI-SET 5.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504550, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT# 2113-10250 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 5.0MM CUFFED 1EA/BX 10BX/CS	BOX	34	rusch 504550	BOX	49.1	TELEFLEX 504550 8267946	BOX			38	RUSCH/504550 L-A PART#AE750	BOX	37.4	RUSCH 504550	BOX				BOX				
57	16070	TUBE TRACHEAL, RUSCH FLEXI-SET 6.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504560, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT#2113-10260 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 6.0MM CUFFED 10EA/BX 10BX/CS	BOX	34	rusch 504560	BOX	49.1	TELEFLEX 504560 8266219	BOX			38	RUSCH/504560 L-A PART#AE760	BOX	37.4	RUSCH 504560	BOX				BOX				
58	16071	TUBE TRACHEAL, RUSCH FLEXI-SET 7.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504570, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT#2113-10270 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 7.0MM CUFFED 10EA/BX 10BX/CS	BOX	34	rusch 504570	BOX	49.1	TELEFLEX 504570 8262293	BOX			38	RUSCH/504570 L-A PART#AE770	BOX	37.4	RUSCH 504570	BOX				BOX				
59	16072	TUBE TRACHEAL, RUSCH FLEXI-SET 8.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504580, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT#2113-10280 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 8.0MM CUFFED 10EA/BX 10BX/CS	BOX	34	rusch 504580	BOX	49.1	TELEFLEX 504580 8262707	BOX			38	RUSCH/504580 L-A PART#AE780	BOX	37.4	RUSCH 504580	BOX				BOX				
60	16073	TUBE TRACHEAL, RUSCH FLEXI-SET 9.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504590, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT#2113-10290 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 9.0MM CUFFED 10EA/BX 10BX/CS	BOX	34	rusch 5045890	BOX	49.1	TELEFLEX 504590 1292454	BOX			38	RUSCH/504590 L-A PART#AE790	BOX	37.4	RUSCH 504590	BOX				BOX				
61	16145	PENLIGHT DISPOSABLE, DIAGNOSTIC PENLIGHT WITH PUPIL GAUGE, 6 EACH PER PACK. CURAPLEX 32762	PACK	3.72	BT#32762 CURAPLEX DISPOSABLE PENLIGHT 6PK 60PK/CS	PACK	4.5	er 1800037	PACK	4.45	HENRY SCHEIN 351P- HS 9004970	PACK			4.74	AMERICAN DIAGNOSTIC/351PL A L-A PART#PL1008	PACK	6.39	PROADVANTAGE P 371000	PACK	3.35	KENTRON #404060 6/PK W/PUPIL GAUG	PACK					
62	16146	SPLINT MULTI-PURPOSE, UNIVERSAL WITH SELF-ADHERENT ADHESIVE WRAP ACTISPLINT WITH SENSI-WRAP, DYNAREX, ROLLED SPLINT 4.5" X 36" WITH SENSI-WRAP 2" X 5YDS., BLACK, 50/CASE, NO SUBS.	CASE	217.5	BT#3014-35330 SPLINT ACTISPLINT W/SENSI-WRAP COMBO ACTISPINT 4.25IN X 36IN SENSI- WRAP 2IN X 5YRDS 1EA 50EA/CS	CASE	220	dynarex 3533	CASE	199.5	DYNAREX 3533 7001152	CASE			202	DYNAREX/3533 L-A PART#SS3533R	CASE	189.94	DYNAREX 3533	CASE				CASE				
63	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.	PACK	45	BT#1216-01103 SAM CHEST SEAL (SCS) NON-VALVE (2) 9.2IN X 7.6IN CHEST SEAL (1) 5 X 9 ABSORBENT PAD/PK 50PK/BX	PACK	22.5	sam c5201en	PACK	21.47	SAM MEDICAL CS 201-EN 7021650	PACK			1090 PER CS/50	SAM MEDICAL/CS201-EN L-A PART#SAM_CS0620 11	PACK			PACK				PACK				

64	16148	CO2 INDICATOR, FENEM CO2 INDICATOR ATTACHES TO EXHALATION PORT OF RESUSCITATOR BAG, 30 mm I.D., BODY MASS RANGE >1 KG, 2 YEAR SHELF LIFE, LATEX-FREE, 10 EACH PER BOX, CURAPLEX #3015585EA, NO SUBS.	BOX	98	BT#963-502134EA CO2 EASY 30MM 10EA/CS	BOX			BOX				BOX				BOX			BOX					BOX			
65	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, NO SUBS	CASE	46	BT#9280 DRESSING TRAUMA 12IN X 30IN STERILE 50EA/CS	CASE	56	dynarex 3532	CASE	35.5	DYNAREX 3532 7005968	CASE		CASE	17.25 PER CS/25	DUKAL/3050/L-A PART#BA3050	CASE	55.5	DYNAREX 3532	CASE					CASE		CASE	
66	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS	EACH	18.53	BT#540019 BP UNIT PROSPHYG 760 SERIES SIZE 7 INFANT BLACK ADCUFF NYLON POCKET ANEROID CASE LF	EACH	49	adc 760-71bk	EACH	17.5	ADC 760-71BK 4997940	EACH	22.97	EACH	18.5	AMERICAN DIAGNOSTIC/760-71BK L-A PART#ADC_7607IB K	EACH	20.94	ADC 760-71BK	EACH					EACH		EACH	
67	16175	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUBS.	EACH	121.4	BT#985030 V-VAC HANDLE	EACH	120	laerdal 985030	EACH	121.6	LAERDAL 985030 1166385	EACH		EACH	115	LAERDAL MEDICAL/985030 L-A PART#LAER_985030	EACH			EACH				EACH		EACH		
68	16176	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUBS.	PACK	9.24	BT#590350 DOUBLE MALE CONNECTOR FOR V-VAC MANUAL SUCTION UNIT 10/PK	PACK	8	laeradal 985003	PACK	9.01	LAERDAL 985003 2209232	PACK		PACK		DISCONTINUED	PACK			PACK				PACK		PACK		
69	16177	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS.	PACK	35.5	BT#590300 SUCTION ADAPTER TIPS 4PK V-VAC	PACK	33	laerdal 985002	PACK	35.13	LAERDAL 985002 2201850	PACK		PACK	33.5	LAERDAL MEDICAL/985002 L-A PART#OK300	PACK			PACK				PACK		PACK		
70	16178	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUBS.	PACK			PACK			PACK			PACK		PACK			PACK			PACK				PACK		PACK		
71	16179	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT,NO SUBS.	EACH	27.31	BT#590200 SUCTION REPLACEMENT CARTRIDGE 80/CS V-VAC	EACH	27	laerdal 985002	EACH	27.02	LAERDAL 985001 1096779	EACH		EACH	25.45	LAERDAL MEDICAL/985001 L-A PART#OK200	EACH			EACH				EACH		EACH		
72	16182	INFUSION SET, WINGED, SURSHIELD SAFETY WINGED INFUSION SETS, TERUMO, 23ga x 3/4, 3.5" TUBING, 5V*523BLS, PACKED: 50/BOX, NO SUBS.	BOX	24	BT#602023 LTD QTY- INFUSION SET WINGED 23GAUGE X 0.75IN 50EA/BX 10BX/CS	BOX	54	terumo 5v23blsf	BOX			BOX		BOX			BOX	49.19	TERUMO 1SV*523BLS	BOX					BOX		BOX	
73	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.	EACH	0.41	BT#020010 BITE STICK PLASTIC SINGLES 10EA/BG	EACH	0.54	454101	EACH	0.27	ADC 4010T 6675231	EACH		EACH	3.25 PER BX/100	DYNAREX/4314-L-A PART#BA3090	EACH			EACH	0.29	KENTRON #407575	EACH		EACH		EACH	
74	16186	GAUZE PETROLATUM, NON-ADHERING, LATEX FREE, FOIL PACKAGE, STERILE, 3" X 9", DERMA DKC 20056, NO SUBS.	BOX	9.24	BT#J2018 GAUZE PETROLATUM DRESSING 3IN X 9IN 121/BX 6BX/CS	BOX	14.36	mck 61-20056	BOX			BOX		BOX	9.8	GENTELL/DER DKC20056 L-A PART#BA416	BOX	6.95	DERMA DKC20056	BOX					BOX		BOX	
75	16187	BANDAGE CONFORMING, GAUZE, SOF- FORM, STERILE, 4" X 75", MEDLINE #NON 25498, 12/BOX.	BOX	2.34	BT#1121-36556 CURAPLEX CONFORMING STRETCH GAUZE BANDAGE STERILE 4IN 12RL/BX 8BX/CS	BOX	1.18	er 0200062	BOX	2.66	DUKAL 704 8520096	BOX		BOX	9.8	CARDINAL HEALTH/2236 L-A PART#BA2236	BOX	3.05	DYNAREX 3114	BOX	1.89	KENTRON #441004	BOX			BOX		
76	16189	ICE PACK, FILLABLE, SMALL WITH VELCRO STRAPS, SECURE-ALL, LATEX FREE, 5" X 12", 15 PER BOX, KIMBERLY CLARK #33595, NO SUBS.	BOX			BOX	54	kc 33595	BOX	52.12	KIMBERLY CLARK/KIM 33595 1140748	BOX		BOX	108.5 PER BX/50	KIMBERLY CLARK/KIM 33595 L-A PART#DI33595	BOX	47.48	KIMBERLY CLARK 33595	BOX					BOX		BOX	
77	16191	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-03.	CASE	54.54	BT#355001 STERILE WATER FOR IRRIGATION 500ML 16EA/CS BBRAUN	CASE			CASE	39.67	NURSE ASSIST 6290 7004597	CASE		CASE	59	BAXTER HELTHECARE/2F71 13 L-A PART#SL7113	CASE	62.04 CS/16	B BRAUN R5001-101	CASE					CASE		CASE	
78	16216	NEEDLE HYPODERMIC, REGULAR BEVEL, 18G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	7.76	BT#T305196 HYPODERMIC NEEDLE BD PRECISIONFLIDE 18GA X 1.5IN REGULAR BEVEL 100BX/ 10BX/CS	BOX	29	b-d 305766	BOX	7.72	BD 305196 9875912	BOX		BOX	8	BS/305196 L-A PART#IT305196	BOX	7.25	BD 305196	BOX					BOX		BOX	
79	16217	NEEDLE HYPODERMIC, REGULAR BEVEL, 21G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	10.84	BT#1641-16721 HYPODERMIC NEEDLE STERILE 21GA X 1.5IN 1000/CS	BOX	28	b-d 305765	BOX	10.86	BD 305167 9870800	BOX		BOX	110 PER CS/1000	BD/305167 L-A PART#IT305167	BOX	8.43	BD305167	BOX					BOX		BOX	
80	16218	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUBS, 100/BOX.	BOX	32	BT#353367 VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK	BOX	37	b-d 303367	BOX	34.83	BD 303367 9878945	BOX		BOX	32	BD/303367 L-A PART#IV3367	BOX	32.7	BD303367	BOX					BOX		BOX	
81	16221	MASK 3M HEALTH CARE PARTICULATE RESPIRATOR AND SURGICAL MASK 1860, NIOSH APPROVED N95, FDA CLEARED, FLUID RESISTANT AND DISPOSABLE, 120/CASE, 3M ITEM ID70070612364, NO SUBS.	CASE	136.56	BT#291860 PARTICULATE RESPIRATOR N95 REG SIZE CUP BLUE NOSEFOAM FLUID RESISTANT DISP L	CASE	127	3m 1860	CASE	113.7	3M 1860 7775551	CASE		CASE	110	3M HEALTH CARE/1860 L-A PART#IC1860	CASE	115.07	3M 1860	CASE					CASE		CASE	
82	16222	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUBS.	BOX	55.83	BT#3448622 ACCU-CHEK SAFE T-PRO PLUS LANCET 200/BX 6BX/CS	BOX	82	roche 0344862201	BOX	55.63	SAFE-T-PRO 03448622001 8913120	BOX		BOX	57.5	ROCHE/0802901616 0 L-A PART#GU40079	BOX	54.49	ROSCHE 03448622001	BOX					BOX		BOX	
83	16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7951, NO SUBS.	PKG	13.99	BT#1880-14101 CURAPLEX DRUG LOCK PULL TIGHT STYLE RED 100/PK 10PK/CS	PKG	19	7951	PKG	18.89	HEALTHCARE LOGISTICS 7951 4999196	PKG		PKG	18.25	HEALTHCARE LOGISTIC/7951 L-A PART#ID7951	PKG	30.95	HCL 7951	PKG					PKG		PKG	

84	16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7952, NO SUBS.	PKG	18.2	BT#8121 RING PULL SEALS YELLOW 100/PK	PKG	18.75		PKG	19.84	HEALTHCARE LOGISTICS 7952 2100823	PKG		18.25	HEALTHCARE LOGISTICS/7952 L-A PART#ID7952	PKG	30.95	HCL 7952	PKG				PKG			
85	16244	SEAL DRAW TIGHT, BLUE, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7953, NO SUBS.	PKG	18.73	BT# 264824 SEALS DRAW TIGHT BLUE 100/PK	PKG	19		PKG	19.84	HEALTHCARE LOGISTICS 7953 4997701	PKG		16	HEALTHCARE LOGISTICS/18319B L-A PART#HCL_18319-BLU	PKG	30.95	HCL 7953	PKG				PKG			
86	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX. ☐	BOX	4.39	BT#1340-27000 CURAPLEX LUBRICATION JELLY FOIL PACKET 2.7G 144/BX 12BX/CS	BOX	5.9	er evell3g	BOX	4.98	DUKAL 877 6814041	BOX	5.95	6.1	DYNAREX/1250/L-A PART#BJ8999	BOX	7.04	PROADVANTAGE P903100	BOX				BOX			
87	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX.	BOX	2.68	BT# 1212-12110 CURAPLEX ABDOMINAL COMBINE DRESSING STERILE 5IN X 9IN, 25BX 16BX/CS	BOX	2.54	dixie 1000025	BOX	2.83	HENRY SCHEIN 5701470	BOX	2.05	2.5	DUKAL/5590/L-A PART#BA5590	BOX	4.98	DUKAL 5590	BOX	1.8	KENTRON #777590 20/BX	BOX			BOX	
88	16252	BANDAGE NON-STERILE MATRIX ELASTIC BANDAGES, 4" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE #MDS087004LF.	BOX	4.48	BT#1121-36652 CURAPLEX ELASTIC BANDAGE 4IN LATEX FREE 10PK/BX 5BX/CS	BOX	9.81	medline	BOX	5.06	DUKAL 514LF 1284696	BOX	4.83	10.2	AMD MEDICOM/AMR A634 L-A PART#BE634	BOX	14.07	MEDLINE MDS 087004LF	BOX	4.9	KENTRON #700724 10/BX	BOX			BOX	
89	16253	BANDAGE NON-STERILE, MATRIX ELASTIC BANDAGES, 2" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE ITEM MDS087002LF.	BOX	2.48	BT#1121-366550 CURAPLEX ELASTIC BANDAGE 2IN LATEX FREE 10PK/BX 5BX/CS	BOX	12.72	medline	BOX	2.97	DUKAL 512LF 1284686	BOX		6.6	AMD MEDICOM/AMR A632 L-A PART#BE632	BOX	10.74	MEDLINE MDS 087002LF	BOX	3.2	KENTRON #700722 10/BX	BOX			BOX	
90	16258	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE OR EQUAL	BOX	5.8	BT#279-1501 NAIL POLISH REMOVER PAD ACETONE FREE 100BX/ 10BX/CS	BOX	5.9	dyn 1501	BOX	3.11	DUKAL 862 7023636	BOX		2.8	DUKAL/862/L-A PART#AL20	BOX	2.96	DUKAL 862	BOX				BOX			BOX
91	16261	TAPE TRANSPORE SURGICAL TAPES, 3M HEALTHCARE, CLEAR, POROUS, HYPOALLERGENIC, 1" X 10 YDS, 12/BOX, NO SUBS.	BOX	9.24	BT#151527 3M TAPE SURGICAL 1IN X10YD ADHESIVE CLEAR POROUS LATEX FREE 12BX 10BX/CS	BOX	15	3m 1527-1	BOX	11.25	3M 1527-1 7777305	BOX	8.55	13.75	3M/1527-1/L-A PART#TA7827-1	BOX	9.65	3M 1527-1	BOX				BOX			BOX
92	16262	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44102, NO SUBS.	BOX	6.2	BT#J3004 BANDAGE ADHESIVE SURITY FLEXIBLE FABRIC 2IN X 3 3/4IN LATEX FREE 50BX 12BX/CS	BOX	6.72	kendall 44102	BOX	6.54	KENDALL 44102 8900123	BOX		5.25	MEDLINE INDUSTRIES/NON2 5524 L-A PART#BA25524	BOX	5.89	CARDINAL 44102	BOX				BOX			BOX
93	16263	BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44101, NO SUBS.	BOX	2.04	BT#J3005 BANDAGE ADHESIVE CURITY FLEXIBLE FABRIC 1IN X 3IN LATEX FREE 50BX 24BX/CS	BOX	2.18	kendall 44101	BOX	2.15	KENDALL 44101-1 8900136	BOX		2.1	CARDINAL HEALTH/44101 L-A PART#BA44101	BOX	1.94	CARDINAL 44101	BOX				BOX			BOX
94	16264	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES ITEM, NO SUBS.	BOX	29.95	BT#73250 SMARTSAFE PROPERTY BAGS SMALL 25/BX	BOX			BOX			BOX		31.1	KINGFISHER MEDICLA/73250 L-A PART#KRM_73250	BOX			BOX						BOX	
95	16265	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUBS.☐	EACH	26.69	BT#1880-13022 COMBAT APPLICATION TOURNIQUET (CAT) TACTICAL BLACK GEN 7 ONE-HANDED TOURNIQUET WINDLASS SYSTEM	EACH	26.9	cat 30-0001	EACH	23.55	NORTH AMERICAN RESCUE 30-0001 4997818	EACH		22.99	NAR/30-0001 L-A PART#TQ0001-BLK	EACH			EACH			NORTH AMERICAN RESCUE BLACK TOURNIQUET	EACH			EACH
96	16268	CLIPPER 3M SURGICAL, CLIPPER STARTER KIT 9667L, KIT CONTAINS 9661L BODY AND 9662L CHARGER STAND, NO SUBS.	EACH	120.07	BT#2744-96670 3M SURGICAL CLIPPER STARTER KIT	EACH	110	3m 9667l	EACH	97.05	3M 96671L 1291042	EACH		100.2	3M/9667L/L-A PART#IN9667	EACH	99.29	3M 9667L	EACH	85.29		3M-1867L KIT	EACH			EACH
97	16272	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.	BOX	188.8	BT#352832 CATHETER DECOMPRESSION NEEDLE 14GA X 3.25IN BD ANGIOCATH 10EA/BX 5BX/CS	BOX	197	bd 382268	BOX	185.15	BD 382268 8016609	BOX		66.99	BD/382268/L-A PART#IT2268	BOX	173.84	BD 382268	BOX	169		BD #382268 10/BX	BOX			BOX
98	16273	SODIUM CHLORIDE 0.9%, 10ML PREFILLED SYRINGE WITH LUER LOCK INDIVIDUALLY PACKAGED, 30 PER BOX, BECTON DICKINSON ITEM #BD306546, NO SUBS.	BOX	15.19	BT# 132-306547 IV FLUSH SYRINGE BD POSIFLUSH NORMAL SALINE 10ML FILL IN A 10CC SYRING 30/BX 16BX/CS	BOX	17	bd 306546	BOX	16.82	BD 306546 9870317	BOX		15.2	BD/08290-3065-46 L-A PART#DR3065-46	BOX	15.05	BD 306546	BOX				BOX			BOX
99	16287	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.	BOX	3.35	BT#1212-34512 GAUZE SPONGE STERILE 4IN X 4IN 12PLY 10/BLISTER PACK 128PK/CS	BOX	2.18	medline prm4412	BOX	2.59	DUKAL C5139 1408891	BOX	1.8	2.65	DUKAL/6412/L-A PART#BA6412	BOX	3.16	DUKAL C5139	BOX	2.25		KENTRON #KS4412 50/BX	BOX			BOX

100	16300	MASK ADULT 3IN1, INCLUDES MASK WITH FLAPPER VALVE, 7" OXYGEN SUPPLY TUBING & OXYGEN CONNECTOR, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG, HUDSON RCI-TELEFLEX MEDICAL ITEM #1061, INDIVIDUALLY PACKAGED 50/CASE.	CASE	54.5	BT#36-1061 OXYGEN MASK ADULT 3IN X 1 MASK WITH 7FT TUBING 50EA/CS	CASE	61	HUDSON 1061	CASE	88	MEDLINE HUD1061 1462249	CASE	90.36	TELEFLEX 1061	CASE	65	HUDSON/1059/L-A PART#OM1059	CASE	96.18	HUDSON 1061	CASE	39.49	KENTRON #9991107 50/CS	CASE			CASE		
101	16301	MASK PEDIATRIC NON REBREATHING WITH SAFETY VENT, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG COMPLETE WITH 7" OXYGEN SUPPLY TUBING, HUDSON RCI TELEFLEX MEDICAL ITEM #1058, INDIVIDUALLY PACKAGED 50/CASE.	CASE	34.5	BT# 30053 CURAPLEX OXYGEN MASK ELONGATED PEDIATRIC PARTIAL NRB W/VENT RESERVOIR BAG 7 FT TUBING 50EA/CS	CASE	79	HUDSON 1058	CASE	70.5	MEDSOURCE MS-25058 4996154	CASE	144.81	TELEFLEX 1058	CASE	67.5	HUDSON/1058/L-A PART#OM1058	CASE	88.3	HUDSON 1058	CASE	39.49	KENTRON #999109 50/CS	CASE			CASE		
102	16302	MASK INFANT HIGH CONCENTRATION WITH 7" TUBING, HUDSON RCI- TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	45.5	BT#30058 CURAPLEX OXYGEN MASK INFANT ELONGATED TOTAL NRB W/O VENT RESERVOIR BAG 7FT TUBING 50EA/CS	CASE	459	HUDSON 395407	CASE			CASE				68	HUDSON/1011/L-A PART#HUDS_1011	CASE	345.94	JUDSON RSH 395407	CASE	42.39	KENTRON #999120 50/CS	CASE			CASE		
103	16303	MASK AEROSOL ELONGATED PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1085, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	32.5	BT#301-171 CURAPLEX AEROSOL MASK PED ELONGATED MASK W/ELASTIC STRAP ADJ NOSE STRAP NO TUBING LF 50EA/CS	CASE	59	HUDSON 1085	CASE	32.5	MEDSOURCE MS-25083 2001774	CASE	144.81	TELEFLEX 1713	CASE	29.5	HUDSON/1085/L-A PART#OM1085	CASE	55.39	HUDSON 1085	CASE	20.25	KENTRON #333110 50/CS	CASE			CASE		
104	16304	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	30	BT#301-170 CURAPLEX AERO MASK ADULT ELONGATED MASK W/ELASTIC STRAP ADJ NOSE STRAP NO TUBING LF 50/CS	CASE	63	HUDSON 1083	CASE	31.1	MEDSOURCE MS-25080 4999207	CASE	45.84	TELEFLEX 1083	CASE	26.5	HUDSON/1083/L-A PART#1083	CASE	49.47	HUDSON 1083	CASE	22.35	KENTRON #333100 50/CS	CASE			CASE		
105	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7" TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE. NO SUB	CASE	48.5	BT# 411883 MICRO MIST NEBULIZER W/TEE MOUTHPIECE 7FT TUBING RESERVOIR TUBE AND ST CONNECTOR 50EA/CS	CASE	53	HUDSON 1883	CASE	63.5	MEDLINE HUDRHS883U 1411725	CASE	54.19	VYAIR 002446	CASE	42	HUDSON/HUDRHS8 83U L-A PART#OM1883	CASE	63.59	HUDSON RHS883U	CASE			CASE			CASE		
106	16306	MASK TRACHEOSTOMY PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1076, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	58	BT#411076 MASK TRACHEOTOMY W/O TUBIN PEDIATRIC 50CS/ 1076	CASE	101	HUDSON 1076	CASE			CASE	105.24	TELEFLEX 1076	CASE	55	HUDSON/1076/L-A PART#HUDS_1076	CASE	117.5	HUDSON 1076	CASE	44.69	KENTRON #333749 50/CS	CASE			CASE		
107	16307	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	51	BT#D6150 MASK TRACHEOTOMY ADULT 50/CS 1075	CASE	88	HUDSON 1075	CASE	74.5	MEDLINE HUD1075 1413223	CASE	81.5	TELEFLEX 1075	CASE	55	HUDSON/HUD1075 L-A PART#HUDS_1075	CASE	48.5	HUDSON 1075	CASE	42.69	KENTRON #333745 50/CS	CASE			CASE		
108	16308	HUMIDIFIERS AQUAPAK, RESERVOIR BOTTLES HAVE BUILT-IN OXYGEN TUBING CONNECTORS, AQUAPAK 340ML KIT, 340ML OF STERILE WATER, INCLUDES 000-40 HUMIDIFIER ADAPTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #003-40, INDIVIDUALLY PACKAGED 20/CASE.	CASE	33.6	BT# 410340 HUMIDIFIER WITH ADAPTER 340ML AQUAPAK (20/CS)	CASE	45	HUDSON 00301	CASE	50.15	MEDLINE HUDRHP340U 1411720	CASE				40.4	HUDSON/HUDRHP3 40U L-A PART#OH0340	CASE	43.4	HUDSON RHP3400	CASE			CASE			CASE		
109	16309	CANNULA SOFTECH NASAL, ADULT, 7" STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1820, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	13	BT#301-107 CURAPLEX OXYGEN NASAL CANNULA ADULT CONVENTIONAL CLEAR NON- FLARED PRONGS 7FT TUBING 50EA/CS	CASE	15	HUDSON ER 144175	CASE	18	MEDSOURCE MS-24003 4998458	CASE				14.5	MEDSOURCE/MS- 24003 L-A PART#OM24003	CASE	45.99	HUDSON 1820	CASE	16.29	KENTRON #999308 50/CS	CASE			CASE		
110	16310	CANNULA SOFTECH NASAL, PEDIATRIC, 7" STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1838, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	14	BT#30056 CURAPLEX OXYGEN NASAL CANNULA PEDIATRIC CONVENTIONAL GREEN 7FT TUBING 50EA/CS	CASE	18	ER 144165	CASE	24	MEDSOURCE MS-24101 4995376	CASE				29.7	MEDSOURCE/MS- 24101 L-A PART#OM24101	CASE	119.9	HUDSON 1838	CASE	16.29	KENTRON #999312 50/CS	CASE			CASE		
111	16376	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250	CASE	33.6	BT#64250 CURAPLEX SHARPS SOLO SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL 6.5IN 24EA/CS	CASE	18	ER 201	CASE	34.32	DYNAREX 4630 7004494	CASE				32.5 PER BG/25	TAYLOR HEALTHCARE/30- SPS0651 L-A PART#HS0651	CASE			CASE	28.56	KENTRON #412280 24/CS	CASE	32.85 CS/24	TAYLOR HEALTHCARE POCKET SHUTTLE 6.5#X1# 30- SPS0651	CASE		
112	16377	COLD PACK, STANDARD COLD PACK, 5.75" X 9", LATEX FREE, MEDLINE, 24/CASE.	CASE	9.12	BT#1431-77000 CURAPLEX COLD PACK LARGE 1/EA 24EA/CS	CASE	12	ER 1000086	CASE	11.63	DUKAL 9850 1465931	CASE				14.4	DUKAL/9850/L-A PART#DI9850	CASE			CASE	16.56	KENTRON #561111 24/CS	CASE			CASE		
113	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD, RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUBS	CASE			CASE	385	SAM sp1121xl	CASE	234.24	SAM SP508- OB-EN 4630952	CASE				435	SAM MEDICAL/SP508-OB- EN L-A PART#SS4200-ORG	CASE			CASE			CASE			CASE		

114	16382	CPAP SYSTEM, FLOW-SAFE II, DISPOSAL, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, BLUE PACKAGE, MERCURY MEDICAL #10-57209, 5 PER BOX, NO SUBS.	BOX	259.8	BT#2430-547203 CPAP SYSTEM FLOW-SALE II W/LG ADULT MASK 5EA/BX	BOX	1057209	BOX	271.85	MERCURY 1057209 7003321	BOX		BOX	240	MERCURY MEDICAL/1057209 L-A PART#OC1057209	BOX		BOX		BOX		BOX				BOX				
115	16383	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.	BOX	259.8	BT#2430-57202 CPAP SYSTEM FLOW-SALE II W/SM ADULT MASK 5EA/BX	BOX	105721	BOX	269.3	MERCURY 1057210 7003322	BOX		BOX	240	MERCURY MEDICAL/1057210 L-A PART#OC1057210	BOX		BOX		BOX		BOX				BOX				
116	16407	GAUZE QUICKLOT, QUICKLOT COMBAT GAUZE LE, 3" X 4 YARDS, Z-FOLDED, SOFT, WHITE, NONWOVEN, HYDROPHILIC GAUZE IMPREGNATED WITH KAOLIN, ITEM #350, IS PACKAGED IN AN EASY-TEAR POUCH, CONTAINS AN X-RAY DETECTABLE STRIP FOR EASY IDENTIFICATION AND HAS FIVE YEAR EXPIRATION, EACH, NO SUBS.	EACH	34.88	BT#1214-35034 QUICKLOT COMBAT GAUZE LE Z-FOID 3IN X 4YD ELACK PACKAGING	EACH	quicklot 350	EACH	34.29	TELEFLEX 350 7000709	EACH		EACH	34	TELEFLEX/350/L-A PART#BA7350	EACH	33	TELEFLEX 350	EACH	36.79	TELEFLEX #Z350	EACH				EACH				
117	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE.	CASE	62	BT#1121-36645 CURAPLEX FLUFF BANDAGE ROLL 4.5IN X 4.1YD RPLY STERILE 100R/CS	CASE	medline non25865	CASE	62	DUKAL 645 8403994	CASE		CASE	155	MEDLINE INDUSTRIES/NON2 5865 L-A PART#BA25865	CASE	119.35	MEDLINE NON25865	CASE	74.39	KENTRON #444666 100/CS	CASE				CASE				
118	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.	BOX	15.5	BT#2021-14650 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 20FR 5.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123120	BOX	19.4	DYNAREX 36275 1412415	BOX		BOX	17.9	MEDSOURCE/MS- 23950 L-A PART#AB43950	BOX	20.35	DYNAREX 36275	BOX	14.7	KENTRON #804420 10/BX	BOX				BOX				
119	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.	BOX	15.5	BT#2021-14655 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 22FR 5.5MM LATEX FREE PVC 10EA/BX	BOX	rusch 123122	BOX	19.4	DYNAREX 36276 1412389	BOX		BOX	17.9	MEDSOURCE/MS- 23952 L-A PART#AB43952	BOX	20.35	DYNAREX 36276	BOX	14.7	KENTRON #804422 10/BX	BOX				BOX				
120	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE,INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.	BOX	15.5	BT#2021-14660 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 24FR 6.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123124	BOX	19.4	DYNAREX 36277 1412436	BOX		BOX	17.9	MEDSOURCE/MS- 23954 L-A PART#AB43954	BOX	20.35	DYNAREX 36277	BOX	14.7	KENTRON #804424 10/BX	BOX				BOX				
121	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.	BOX	15.5	BT#2021-14670 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 28FR 7.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123128	BOX	19.4	DYNAREX 36279 1412417	BOX		BOX	17.9	MEDSOURCE/MS- 23958 L-A PART#AB43958	BOX	20.35	DYNAREX 36279	BOX	14.7	KENTRON #804428 10/BX	BOX				BOX				
122	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.	BOX	15.5	BT#2021-14675 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 30FR 7.5MM LATEX FREE PVC 10EA/BX	BOX	rusch 123130	BOX	19.4	DYNAREX 36280 1412418	BOX		BOX	17.9	MEDSOURCE/MS- 23960 L-A PART#AB43960	BOX	20.35	DYNAREX 36280	BOX	14.7	KENTRON #804430 10/BX	BOX				BOX				
123	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX.	BOX	15.5	BT#2021-14680 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 32FR 8.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123132	BOX	19.4	DYNAREX 36281 1412419	BOX		BOX	17.9	MEDSOURCE/MS- 23962 L-A PART#AB43962	BOX	20.35	DYNAREX 36281	BOX	14.7	KENTRON #804432 10/BX	BOX				BOX				
124	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.	BOX	15.5	BT#2021-14685 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 34FR 8.5MM LATEX FREE PVC 10EA/BX	BOX	rusch 123134	BOX	19.4	DYNAREX 36282 1412439	BOX		BOX	17.9	MEDSOURCE/MS- 23964 L-A PART#AB43964	BOX	20.35	DYNAREX 36282	BOX	14.7	KENTYRON #804434 108/BX	BOX				BOX				
125	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.	BOX	15.5	BT#2021-14690 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 36FR 9.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123136	BOX	19.4	DYNAREX 36283 1412440	BOX		BOX	17.9	MEDSOURCE/MS- 23966 L-A PART#AB43966	BOX	20.35	DYNAREX 36283	BOX	14.7	KENTRON #804436 10/BX	BOX				BOX				
126	16419	SYRINGE DISPOSABLE, WITH 1/5ML GRADUATION, STERILE, SINGLE USE,10ML BD LUER-LOK TIP, BECTON DICKINSON ITEM 309604, 100/BOX, NO SUBS.	BOX	12	BT#1633-10010 SYRINGE ONLY 10CC LUER LOCK 100EA/BX 12BX/CS	BOX		BOX	12.42	BD 309604 1436025	BOX	34.09	BD 302995	BOX		BOX		DISCONTINUED	BOX			BOX				BOX				
127	16420	SYRINGE DISPOSABLE, HAS 1 ML, 3/4 OZ. IN 1/8 OZ GRADUATION, STERILE SINGLE USE, 20 ML BD LUER-LOK TIP, BECTON DICKINSON #302830, 48/BOX, NO SUBS.	BOX	13.92	BT#1633-20720 SYRINGE ONLY 20CC LUER LOCK 100EA/BX 88X/CS	BOX	bd 302830	BOX	20.29	BD 302830 9870343	BOX	21.39	BD 302830	BOX	82 PER CS/192	BD/302830/L-A PART#IT2830	BOX	19.05	BD 302830	BOX			BOX			BOX				
128	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.	BOX	15.5	BT#2021-14665 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 26FR 6.5MM LATEX FREE PVC 10EA/CS	BOX	rusch 123126	BOX	19.4	DYNAREX 36278 1412416	BOX		BOX	17.9	MEDSOURCE/MS- 23956 L-A PART#AB43956	BOX			BOX	14.7	KENTRON #804426 10/BX	BOX				BOX				
129	16422	SYRINGE WITH DETACHABLE NEEDLE, 23G X 1" BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 3 ML BD LUER-LOK, BECTON DICKINSON #305782, 50/BOX, NO SUBS.	BOX			BOX	bd 305782	BOX	15.58	BD 305782 9871201	BOX	16.42	BD 305782	BOX		BD/305782/L-A PART#IT305782	BOX	14.62	BD 305782	BOX					BOX					

130	16423	SYRINGE WITH DETACHABLE NEEDLE, 27G X 1/2", BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 1 ML BD LUER-LOK, BECTON DICKINSON #A305789, 50/BOX, NO SUBS.	BOX			BOX	25	bd 305789	BOX	24.15	BD 305789 9877961	BOX	25.45	BD 305789	BOX	25	BS/305789/L-A PART#IT305789	BOX	22.68	BD 305789	BOX			BOX			BOX		
131	16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX, NO SUBS.	BOX	197.2	BT#590101 SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX MECONIUM	BOX	184	neotech	BOX	216	NEOTECH N0101 1376689	BOX			BOX	186 CS/40	NEOTECH PRODUCTS/NO101 L-A PART#OK0101	BOX			BOX			BOX		BOX			
132	16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.	CASE	13.5	BT#14580 SUCTION CATHETER STERILE 8FR PEDIATRIC COIL PACKED W/CONTROL VALVE 50EA/CS	CASE	13	dyn 32001	CASE	11.6	AMSINO AS362C 1225265	CASE			CASE	12.75	DYNAREX/32001/L- A PART#OK3608	CASE	13.2	DYNAREX 32001	CASE	6.89	KENTRON #393508 50/CS	CASE		CASE			
133	16426	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 10 FRENCH, 50 PER CASE.	CASE	6.5	BT#36092 CURAPLEX SUCTION CATHETER 10FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32002	CASE	11.6	AMSINO AS363C 1212255	CASE			CASE	12.75	DYNAREX/32002/L- A PART#OK3610	CASE	13.2	DYNAREX 32002	CASE	6.89	KENTRON #393510 50/CS	CASE		CASE			
134	16428	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 14 FRENCH, 50 PER CASE.	CASE	6.5	BT#36094 CURAPLEX SUCTION CATHETER 14FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32004	CASE	11.6	AMSINO AS365C 1225267	CASE			CASE	12.75	DYNAREX/32004/L- A PART#OK3614	CASE	13.2	DYNAREX 32004	CASE	6.89	KENTRON #393514 50/CS	CASE		CASE			
135	16429	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 16 FRENCH, 50 PER CASE	CASE	6.5	BT#36095 CURAPLEX SUCTION CATHETER 16FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32005	CASE	11.6	AMSINO AS366C 1158731	CASE			CASE	12.75	DYNAREX/32005/L- A PART#OK3616	CASE	13.2	DYNAREX 32005	CASE	6.89	KENTRON #393516 50/CS	CASE		CASE			
136	16430	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 18 FRENCH, 50 PER CASE.	CASE	6.5	BT#36096 CURAPLEX SUCTION CATHETER 18FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32006	CASE	11.6	AMSINO AS367C 7020074	CASE			CASE	12.75	DYNAREX/32006/L- A PART#OK3618	CASE	13.2	DYNAREX 32006	CASE	6.89	KENTRON #393518 50/CS	CASE		CASE			
137	16431	YANKAUER, STANDARD BULB TIP WITH CONTROL VENT, SINGLE USE, STERILE, DYNAREX, 50/CASE, NO SUBS.	CASE	22	BT#16107 CURAPLEX YANKAUER WITH VENT 20EA/CS	CASE	23	dyn 32120	CASE	21	DYNAREX 32120 1412388	CASE			CASE	22.5	DYNAREX/32120/L- A PART#OH4690	CASE	21.85	DYNAREX 32120	CASE		CASE		CASE				
138	16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK50 PER BAG, DYNAREX OR EQUAL.	CASE	560	BT#2010-34040 CURAPLEX DISP BERMAN ORAL AIRYWAY NEONATAL 40MM(PINK) INDIVIDUALLY WRAPPED 1EA 50EA/BG 80BG/CS	CASE	15	rusch 121901	CASE	10.5	SUNMED 1- 1506-40 8570640	CASE	10.59	DYNAREX 36301	CASE	14	TELEFLEX/121901/L- A PART#AA1901	CASE	25.2 CS/100	DYNAREX 36300	CASE	6.89	KENTRON #779940CC 50/CS	CASE		CASE			
139	16433	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 50MM, SIZE 5, LT. BLUE 50 PER BAG, DYNAREX OR EQUAL.	CASE	420	BT#2010-34050 CURAPLEX DISP BERMAN ORAL AIRWAY INF 50MM(BLUE) INDIVIDUALLY WRAPPED 1EA 50EA/BG 60BG/CS	CASE	15	rusch 121950	CASE	10.5	SUNMED 1- 1506-50 8570650	CASE			CASE	14	TELEFLEX/121950/L- A PART#AA19015	CASE			CASE	6.89	KENTRON #779950CC 50/CS	CASE		CASE			
140	16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.	CASE	308	BT#2010-3460 CURAPLEX DISP BERMAN ORAL AIRWAY CHLD 60MM(BLACK) INDIVIDUALLY WRAPPED 1EA 50EA/BG 44BG/CS	CASE	15	rusch 121902	CASE	10.5	SUNMED 1- 1506-60 8570660	CASE	10.59	DYNAREX 36303	CASE	14	TELEFLEX/12902/L- A PART#AA1902	CASE	25.2 CS/100	DYNAREX 36302	CASE	6.89	KENTRON #779960CC 50/CS	CASE		CASE			
141	16435	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 70MM, SIZE 7, WHITE 50 PER BAG, DYNAREX OR EQUAL.	CASE	210	BT#2010-34070 CURAPLEX DISP BERMAN ORAL AIRWAY LG CHLD 70MM (WHITE) INDIVIDUALLY WRAPPED 1EA 50EA/BG 30BG/CS	CASE	15	rusch 121970	CASE	10.5	SUNMED 1- 1506-70 8570670	CASE			CASE	14	TELEFLEX/121970/L- A PART#AA19025	CASE			CASE	6.89	KENTRON #779970CC 50/CS	CASE		CASE			
142	16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.	CASE	182	BT#2010-34080 CURAPLEX DISP BERMAN ORAL AIRWAY SM ADLT 80MM (GREEN) INDIVIDUALLY WRAPPED 1EA 50EA/BG 26BG/CS	CASE	15	rusch 121904	CASE	11.5	DYNAREX 96304 1412405	CASE	10.59	DYNAREX 36305	CASE	14	TELEFLEX/121903/L- A PART#AA1903	CASE	25.2 CS/100	DYNAREX 36304	CASE	6.89	KENTRON #779980CC 50/CS	CASE		CASE			
143	16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.	CASE	126	BT#2010-34090 CURAPLEX DISP BERMAN ORAL AIRWAY MED ADULT 90MM (YELLOW) 1EA 50EA/BG 18BG/CS	CASE	15	rusch 121904	CASE	11.5	DYNAREX 36306 1412437	CASE	10.59	DYNAREX 36307	CASE	14	TELEFLEX/121904/L- A PART#AA1904	CASE	25.2 CS/100	DYNAREX 36306	CASE	6.89	KENTRON #779990CC 50/CS	CASE		CASE			

144	16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.	CASE	98	BT#2010-34100 CURAPLEX DISP BERMAN ORAL AIRWAY LG ADLT 100MM (PRPL OR RD) INDIVIDUALLY WRAP 1EA 50EA/BG 148BG/CS	CASE	15	rusch 121905	CASE	11.5	DYNAREX 36308 1412441	CASE	10.59	DYNAREX 36309	CASE	14	TELEFLEX/121905/L-A PART#AA1905	CASE	25.2 CS/100	DYNAREX 36308	CASE	6.89	KENTRON #7791000CC 50/CS	CASE			CASE		
145	16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.	CASE	91	BT#2010-37110 CURAPLEX DISPOSABLE BERMAN AIRWAY X-L ADULT 110MM (ORANGE) 50EA/BG 13BG/CS (650EA/CS)	CASE	15	rusch 121906	CASE	11.5	DYNAREX 36310 141244	CASE	10.59	DYNAREX 36311	CASE	14	TELEFLEX/121906/L-A PART#AA1906	CASE	25.2 CS/100	DYNAREX 36310	CASE	6.89	KENTRON #779110CC 50/CS	CASE			CASE		
146	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, NO SUBS.	CASE	196.8	BT#501110 RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/DOUBLE D RING ADULT 11IN X 60IN 48PR/CS	CASE	57	medline non243074	CASE	170.4	DMS 501110 7004728	CASE			CASE	208.8	TIDI PRODUCTS/2510 L-A PART#SX2510	CASE	208.56	TIDI 2510	CASE	139.5	KENTRON #301150 50/CS	CASE			CASE		
147	16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.	CASE	24	BT#30061MS CURAPLEX BURN SHEET 60IN X 90IN STERILE 50EA/CS	CASE	24	er 1700036	EACH	21.96	MEDSOURCE MS-BS0033 4995379	CASE			CASE	105	DICK MEDICAL SUPPLY/91039BS L-A PART#BX91039	CASE	34.5	DYNAREX 3520	CASE	31.9	KENTRON #88811 24/CS	CASE			CASE		
148	16444	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 12 FRENCH, 50 PER CASE.	CASE	6.5	BT#36093 CURAPLEX SUCTION CATHETER 12FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32003	CASE	11.6	AMSINO AS364C 1158732	CASE			CASE	13	DYNAREX/32003/L-A PART#OK3612	CASE	13.2	DYNAREX 32003	CASE	6.89	KENTRON #393512 50/CS	CASE			CASE		
149	16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.	CASE	4.28	BT#1124-32400 CURAPLEX TRIANGULAR BANDAGE MUSLIN 12/PK 20PK/CS 40IN X40IN X 56IN	CASE	5.4	er 0300024	CASE	4.08	ADI 23040 4670483	CASE			CASE	98.4	DUKAL/CTB40/L-A PART#BA5	CASE	5.4	DYNAREX 3680	CASE	4.29	KENTRON #404056-12/PK	CASE			CASE		
150	16447	BLADE 3M SINGLE-USE PIVOTING BLADE 3M #9660, ASSEMBLY FOR CLIPPER 9661L, 50/CASE. NO SUBS.	CASE	201.5	BT#J2262 BLADE ASSEMBLY SINGLE-USE PURPLE FOR 3M 9661 SURGICAL CLIPPERS 50EA/CS	CASE	212	3m 9660	CASE	201	3M 9660 1392747	CASE			CASE	200	3M/9660/L-A PART#IN9661	CASE	198.94	3M 9660	CASE	178.69	3M/9660 50/CS	CASE			CASE		
151	16469	BLANKET 100% POLYESTER, DISPOSABLE, GRAY, 60" X 80", DYNAREX 24/CASE, NO SUBS.	CASE	99.84	BT#3272-53578 CURAPLEX POLYESTER GRAY BLANKET 60IN X 90IN 8/CS	CASE	140	dyn 3540	CASE			CASE			CASE	142.5	DYNAREX/3540/L-A PART#BS3540	CASE	124.94	DYNAREX 3540	CASE			58 CS/10	TAYLOR HEALTHCARE PRODUCT 100% POLYESTER 60"X90" 60-FCB6090	CASE			
152	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.	CASE	598	BT#J2702-1 ISRAELI BANDAGE EMERGENCY WHITE 4IN 150EA/CS	CASE	618	ompfcg-03	CASE			CASE	3.25 PER EA		CASE		DYNAREX/3683/L-A PART#BA3683	CASE		DISCONTINUED	CASE					CASE			
153	16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, OR EQUAL	CASE	138.24	BT#1423-03015 GLUTOSE 15GM- GRAPE FLAVOR 3/PK 12PK/CS	CASE	134	glutose	CASE	60.6	TRANSCEN 6531 STRAWBERRY 1246672	CASE			CASE	10.35 PK/3	PADAGIS US LLC/00574-0070-30	CASE			CASE					CASE			
154	16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.	CASE	138.24	BT#466930 GLUTOSE 15GM- LEMON FLAVOR 3/PK 12/PK/CS 2053	CASE	134	glutose	CASE	151.8	PADAGIS 00574006930 6025401	CASE			CASE	10.35 PK/3	PADAGIS US LLC/00574-0069-30	CASE			CASE					CASE			
155	16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES 1000 LB CAPACITY, 40" X 80", 10 PER CASE, NO SUBS.	CASE	121.5	BT#3246-12345 CURAPLEX PATIENT TRANSPORTER 1800LB CAPACITY 14HANDLES 10EA/CS	CASE	198	gf-51926	CASE	186.6	GRAHAM 51926 7001821	CASE			CASE	171.5	GRAHAM MEDICAL/51926 L-A PART#BS800	CASE	179.49	GRAHAM 51926	CASE	242.89	GRAHAM MEGAMOVER PRODUCT #53376 10/CS	CASE	130 CS/10	TAYLOR HEALTHCARE PRODUCTS 40"X80" 1500LBAD 14HANDLES 43-TITANPC	CASE		
156	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.	EACH	18.53	BT#170763 BP UNIT PROSPHYG 760 SERIES SIZE 9 CHILD BLACK	EACH	55	adc 760-9cbk	EACH	17.5	ADC 760-9CBK 4997943	EACH	20.77	ADC760-9CBK	EACH	18.5	AMERICAN DIAGNOSTIC/760-9CBK L-A PART#ADC_760-9CBK	EACH	21.9	ADC 760-9CBK	EACH					EACH			
157	16503	PEDIA TAPE PEDIATRIC EMERGENCY MEASURING TAPE, COLOR-CODED, LAMINATED, MEASURE LENGTH AND ESTIMATE WEIGHT, COMPATIBLE WITH THE MOST-RECENT BROSELOW TAPE, NO SUBS.	EACH	17.86	BT#3683-16054 EMERGENCY TAPE PEDIATAPE 2023 VERSION MEASURE LENGTH AND ESTIMATE WEIGHT	EACH	26.8	v1t17700re	EACH	30.26	PEDIATAPE 7023210	EACH			EACH	4.7	PEDIATAPE/123457/L-A PART#TA123457	EACH			EACH	17.79	PEDIA TAPE			EACH			
158	16505	CONNECTOR O2, NIPPLE/NUT, SWIVEL, GREEN, BARB ADAPTER, FOR CONNECTING OXYGEN MASKS OR CANNULA TO OXYGEN FLOWMETER, 50/BAG.	BAG	8.5	BT#206011 TUBING CONNECTOR OXYGEN 50/CS 001811	BAG	25	medline hud2555 325531	BAG	20.5	MEDSOURCE MS-28425 4999053	BAG			BAG	0.49 PER EA/24.5 PER BAG	HUDSON/2555/L-A PART#OG4500	BAG	15.5	DYNAREX 33308	BAG	17.79	KENTRON #55000 50/BX	BAG			BAG		

		CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE, NO SUBS.	CASE	146	BT#2212-25507 SUCTION CANISTER HI-FLOW 800CC GREEN LID W/FILTER AND FLOAT VALVE SHUTOFF DISPOSABLE 70EA/CS	CASE	345	bemis 8002k 055	CASE	270	BEMIS 8002K 055 7004054	CASE	327.4	BEMIS 8002K 055	CASE	219.8 CS/70	BEMIS MANUFACTURING/8002055 L-A PART#OK1800A	CASE	265.65	BEMIS 8002K055	CASE		CASE	CASE			
159	16513			146			345			270			327.4			219.8 CS/70			265.65				CASE				
	16514	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.	EACH	14.78	BT#2211-10688 VACUUM TUBE FOR USE W/LCSU 4 800ML	EACH	14	laerdal	EACH	14.57	LAERDAL 886106 4998741	EACH		EACH		13.8	LAERDAL MEDICAL/886106 L-A PART#OK886106	EACH			EACH		EACH		EACH		
160				14.78			14			14.57						13.8					EACH		EACH		EACH		
	16517	NASAL ATOMIZER, INTRANASAL MUCOSAL ATOMIZATION DEVICE, LMA MAD NASAL, TELEFLEX #MAD300, 25/BOX.	BOX	79.5	BT#2170-20300 CURAPLEX DART NO SYRINGE LATEX FREE 1EA 25EA/CS	BOX	94.72	mad 300	BOX	173.75	TELEFLEX MAD 300 4209994	BOX		BOX		127.5	TELEFLEX/MAD300/L-A PART#IT103	BOX	209	TELEFLEX MAD300	BOX	122.25	TELEFLEX #MAD300 25/BX	BOX			
161				79.5			94.72			173.75						127.5			209		122.25						
	16523	SENSI WRAP, DYNAREX, SELF-ADHERENT, LATEX FREE, 2" X 5 YDS, RAINBOW COLOR, 36 PER CASE, NO SUBS.	CASE	23.06	BT#279-3182 BANDAGE ROIL SENSI-WRAP 2IN X 5YDS SELF ADHERENT 6EA OF RED GREEN PURPLE DK BLUE PINK IT BLUE	CASE	24	er 0300027c	CASE	35.83	DYNAREX 3216 1226604	CASE		CASE		26.5	DYNAREX/3182/L-A PART#DYNA_3182	CASE	23	DYNAREX 3182	CASE		CASE		CASE		
162				23.06			24			35.83						26.5			23					CASE			
	17377	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.	EACH			EACH	45	adc 614p	EACH	39.14	ADC 614P NEW	EACH	55.98	ADC 614LB	EACH	43	AMERICAN DIAGNOSTIC/614P L-A PART#ST614-PNK	EACH	41.5	ADC 614P	EACH		EACH		EACH		
163							45			39.14			55.98			43			41.5						EACH		
	17518	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 500 ML BAG (24/CASE) BRAND OR MANUFACTURER MAY BE BRAUN, BAXTER, OR HOSPIRA. NO SUBS. ☐	CASE	70.32	BT#358001 IV SOLUTION SODIUM CHOLRIDE 0.9# 500ML BAG 24EA/CS BBRAUN L8001	CASE	101	bbrl8001	CASE	73.44	B BRAUN Q8001 1476724	CASE		CASE		95.5	HOSPIRA/07983046 6/L-A PART#SL7983-03	CASE	89.25	B BRAUN Q8001	CASE		CASE		CASE		
164				70.32			101			73.44						95.5			89.25					CASE			
	17519	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.	CASE	26.5	BT#36-1423 TUBING ADAPTOR 22MM ID X 5-7MM TAPER 50EA/CS	CASE	44	hudson 1423	CASE	36.69	MEDLINE HUDI423 1414982	CASE		CASE			DISCONTINUED	CASE	23.1	HUDSON 1423	CASE		CASE		CASE		
165				26.5			44			36.69									23.1					CASE			
	17520	02 MAX BITRAC ED MASK, W/NEB, ADULT LG, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10 EA/CS. PULMODYNE. NO SUBS.	CASE	521.6	BT#313-755XN-1 02 MAX BITRAC ED MASK W/NEB ADULT LG W/3-SET VALVE OHMEDA CONNECTOR FIXED FLOW 10EA/CS	CASE	578	pulmo	CASE	615.82	PULMODYNE 313-7557XN-1 7014504	CASE		CASE									CASE		CASE		
166				521.6			578			615.82														CASE			
	17521	02 MAX BITRAC ED MASK, W/NEB, ADULT MED, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10EA/CS. PULMODYNE. NO SUBS.	CASE	521.6	BT#313-7556XN-1 02 MX BITRAC ED MASK W/NEB ADULT MED W/3-SET VALVE OHMEDA CONNECTOR FIXED FLOW 10EA/CS	CASE	578	pulmo 3137555xn1	CASE	600.6	PULMODYNE 313-7557XN-1 7014487	CASE		CASE									CASE		CASE		
167				521.6			578			600.6														CASE			
	17522	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT LG, 3-SET, OHMEDA CONNECT, CO2 SAMPLING LINE. PULMODYNE. NO SUBS.	CASE	999.45	BT#677555-1 CURAPLEX CPAP/CAPNOGRAP HY KIT 02MAX NEB BITRAC ED MASK ADULT LG 3-SET OHMEDA CO2 SAMPLING LINE	CASE	578	3137555xn1	CASE					CASE		539.8	PULMODYNE/313-7555XN-1 L-A PART#OC7555XNF-1	CASE			CASE		CASE		CASE		
168				999.45			578									539.8								CASE			
	17523	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT MED, 3-SET, OHMEDA CONNECT, CO2 SAMPLING LINE. PULMODYNE. NO SUBS.	CASE	999.45	BT#677556-1 CURAPLEX CPAP/CAPNOGRAP HY KIT 02MAX NEB BITRAC ED MASK ADULT MED 3-SET OHMEDA CO2 SAMPLING LINE	CASE	578	pulmo	CASE					CASE		539.8	PULMODYNE/313-7556XN-1 L-A PART#OC7556XNF-1	CASE			CASE		CASE		CASE		
169				999.45			578									539.8								CASE			
	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.	CASE	79.32	BT#1081-17517 PDI SUPER SANI CLOTH WIPES 6IN X 6IN 160/TB 12TB/CS	CASE	87	pdi q55172	CASE	69.24	PDI Q55172 1135423	CASE	76.73	PDI 055172	CASE	59.88	PDI/Q55172/L-A PART#AL525	CASE	71	PDI Q55172	CASE		CASE		CASE		
170				79.32			87			69.24			76.73			59.88			71					CASE			
	16188	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.☐	PACK	2.46	BT#F165622 GAUZE SPONGE NON WOVEN NON STERILE 4IN X 4IN 200/BG 10BG/CS	PACK	2.54	medline non25444	PACK	2.04	DUKAL 2104 9333131	PACK	2.28	DYNAREX 3242	PACK	5.2	DUKAL/4122/L-A PART#BA4144	PACK	3.2	DYNAREX 3254	PACK	2.89	KENTRON #250444 200/PK	PACK			
171				2.46			2.54			2.04			2.28			5.2			3.2		2.89						
	17666	STAT-PADZ II ELECTRODE, 12/CASE, ZOLL - 8900-0802-01.☐	CASE	553.2	BT#230802 STAT PAX II ADULT FOR ZOLL AED PLUS X SERIES AED PRO M SERIES R SERIES AND E SERIES	CASE	576	zoll 8900-0802 01	CASE					CASE		44.3 PER EA	ZOLL MEDICAL/8900-0802-01 L-A PART#EL0801-01	CASE	539	ZOLL 8900-0802-01	CASE	569	ZOLL 8900-0802-01 12/CS	CASE		CASE	
172				553.2			576									44.3 PER EA			539		569						
	17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01. DISCONTINUED **REPLACED WITH ZOLL 8300-000208 ☐	BOX	156.75	BT#174620 FILTERLINE SET NON HUMIDIFIED INTUBATED ADULT/PEDIATRIC 100EA/BX	BOX	166	dix 14msf526	BOX	131.94	MEDSOURCE MS-35770 7022871	BOX		BOX		175	MEDTRONIC/MVAI/LA PART#PO64620	BOX	275.94	ZOLL 8300-000208	BOX			BOX			
173				156.75			166			131.94						175			275.94					BOX		ZOLL 8300-000208	
				156.75			166			131.94						175			275.94							ZOLL 8300-000208	

SEALED BID

CITY OF MOBILE

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**Purchasing Department
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Typed by: _____ en Buyer: 009

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
02/10/2025	5932	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, WEDNESDAY, MARCH 12, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	EQUIPMENT MEDICAL The City of Mobile requests bids for the following items as per attached RFQ. At the option of the City and the successful Vendor, the award may be extended for three (3) additional eight (8) month periods. Quote pricing & quote units as specified on RFQ. <u>On items with more than one (1) acceptable choice, you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item.</u> All substitutions must be indicated on RFQ near description of item specified. Indicate on your bid if an item has been discontinued by the manufacturer. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item. If vendor states a vendor item number that item must also state manufacturers make and model number. <u>Failure to indicate this will be entered as a no bid on that item.</u> It is the responsibility of the vendor to provide the City with the necessary catalogs, samples or literature, to compare the items being bid. If sample is requested, it must be delivered to the City of Mobile within 48 hours. The City reserves the right to reject any item bid by a vendor due to lack of information in order to compare item (i.e.: no catalogs, literature or specifications). Do not send catalog or literature unless requested.					
			TOTAL			

Page 1 of 3

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The City reserves the right to reject an item from contract if that item fails to perform as needed or does not meet the best needs of the City of Mobile. All quantities purchased will be based on an as needed basis by City Department. All items/orders to be delivered to departments. All prices quoted are to be delivered prices F.O.B. Mobile. State any special conditions or ordering instructions. (Pay particular attention to instruction #9 on back of page 1). The City will attempt to send purchase orders for higher amounts; however, due to computerized issuance of P.O.'s, some will be for low dollar amounts. Vendor must accept all (large & small) purchase orders for items awarded. Please note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from medical equipment listings. If you do not wish to bid on the following categories, yet wish to remain on bid list for items other than those on the following pages, you must so notify the City of Mobile Purchasing Department in writing as to specific items that you wish to be listed for, otherwise removal may occur. No Bid Bond is required. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

Page_____ of _____

Page 102 of 1149

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
1	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL		EACH	
2	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.		EACH	
3	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.		EACH	
4	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.		EACH	
5	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE, 200/BOX. - NO SUBS.		BOX	
6	6944	OB KITS, 12 EACH/CASE.		DOZ	
7	9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ. AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE - OR EQUAL TO		CASE	
8	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.		CASE	
9	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.		CASE	
10	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.		CASE	
11	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.		CASE	
12	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.		CASE	
13	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.		CASE	
14	13627	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
15	16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION		CASE	
16	16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.		CASE	
17	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.		PACK	
18	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, OR EQUAL		CASE	
19	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS.		EACH	
20	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.		EACH	
21	16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PACK	
22	16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PACK	
23	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX. OR EQUAL		BOX	
24	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX		BOX	
25	16252	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX KENDALL HEALTHCARE, PRODUCT #44102, OR EQUAL		BOX	
26	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7' TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE. NO SUBS		CASE	
27	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD, RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, OR		CASE	
28	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE. - NO SUBS		CASE	
29	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
30	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.		BOX	
31	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.		BOX	
32	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.		BOX	
33	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.		BOX	
34	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX		BOX	
35	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.		BOX	
36	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.		BOX	
37	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.		BOX	
38	16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.		CASE	
39	16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK 50 PER BAG, DYNAREX OR EQUAL.		BAG	
40	16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.		BAG	
41	16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.		BAG	
42	16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.		BAG	
43	16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.		BAG	
44	16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.		BAG	
45	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, OR EQUAL.		CASE	
46	16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.		CASE	
47	16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
48	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.		CASE	
49	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK,		EACH	
50	16188	GAUZE SPONGE, 4"x4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444 OR EQUAL		PACK	
51	17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01.		BOX	
52	2078	EYE WASH, 4 OZ., US 3020		EACH	
53	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL		EACH	
54	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.		EACH	
55	6872	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS.		EACH	
56	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.		EACH	
57	6887	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS		BOX	
58	6888	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS		BOX	
59	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.		EACH	
60	6906	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS		EACH	
61	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE 200/BOX OR EQUAL		EACH	
62	6919	RING CUTTER, CHROME HANDLE WITH SAFETY LEVER, LARGE THUMBSCREW AMERICAN DIAGNOSTIC #380. NO SUBS		EACH	
63	6944	OB KITS, 12 EACH/CASE		DOZEN	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
64	6951	BAGS RED, BIO MEDICAL WASTE BAGS, WITH SYMBOL & WORDS IN BLACK, MEET A.S.T.M. DART TEST REQUIREMENTS, 25 X 34, 20 GAL., 50 EACH PER BOX, 4 BOXES PER CASE.		CASE	
65	6966	THERMOMETER, WELCH ALLYN, BRAUN, THERMOSCAN PRO 6000 EAR THERMOMETER		EACH	
66	6967	BRAUN THERMOSCAN PRO 6000 EAR THERMOMETER DISPOSABLE PROBE COVERS (QTY. 5000: 1 CASE CONTAINS 25 SHELF BOXES, EACH SHELF BOX CONTAINS 10 PACKS 20 COVERS PER PACK), NO SUBS.		CASE	
67	6969	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100 20 UNITS PER CASE.		CASE	
68	9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE.		CASE	
69	13194	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.		EACH	
70	13205	STETHOSCOPE PLATINUM CLINICIAN ADSCOPE 612, ADULT, OVERALL LENGTH 30.5" ADC ITEM 612BK, COLOR- BLACK, NO SUBS.		EACH	
71	13269	SHARPS-A-GATOR SMALL, 5 QUART, PACKED 30 PER CASE, TYCO.HEALTHCARE/KENDALL #4838-R, REF #31144-36 #31144010.		CASE	
72	13607	TUBE, SHILEY ENDOTROL ORAL/NASAL ENDOTRACHEAL TUBE CUFFED, MURPHY EYE, 7.0 mm, WITH CONTROL TIP, COVIDIEN, 10 PER BOX, #86351, NO SUBS.		BOX	
73	13609	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391 OR EQUAL		CASE	
74	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, 16oz., 12/CASE, #80790, NO SUBS.		CASE	
75	13612	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING ALOE, GLYCERIN & VITAMIN E, 100/BOX, 10 BOXES/CASE, NO SUBS.		CASE	
76	13613	MASK FLUIDSHIELD, FOG-FREE PROCEDURE MASK W/WRAP AROUND SPLASHGUARD VISOR, PLEAT-STYLE W/EARLOOPS, FOAM BAND, ORANGE, 2 BOXES OF 12/CASE, KIMBERLY CLARK 47147, NO SUB.		CASE	
77	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
78	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.		CASE	
79	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.		CASE	
80	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.		CASE	
81	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.		CASE	
82	13619	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.		CASE	
83	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE		CASE	
84	13627	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE AMBU 520 21100, NO SUB.		CASE	
85	13628	RESUSCITATOR AMBU SPUR II BAG, PEDIATRIC, WITH BAG RESERVOIR, 12/CASE, AMBU 530 213 000, NO SUB.		CASE	
86	13629	RESUSCITATOR AMBU SPUR II BAG, INFANT, WITH BAG RESERVOIR, 12/CASE AMBU 540 211 000, NO SUB.		CASE	
87	13634	IV STARTER KIT, LATEX FREE, INCLUDES: ALCOHOL PREP PAD, PVP AMPULE, DRESSING 2 GAUZE, TOURNIQUET, TAPE, PACKED 100/BOX, MEDLINE DYND740888, NO SUBS.		BOX	
88	13637	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.		CASE	
89	13638	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP, 1000 ML BAG, 12/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER OR HOSPIRA, THESE BRANDS ONLY, NO SUB.		CASE	
90	16042	IV ADMINISTRATION SET, 60 DROP, 83" TUBING, NEEDLELESS INJECTION SITE, 50 PER CASE, AMSINO IV #608306, NO SUBS.		CASE	
91	16043	IV ADMINISTRATION SET, 10 DROP, 83" TUBING, 2 INJECTION SITES, LATEX FREE 50 PER CASE, AMSINO IV #108306, NO SUBS.		CASE	
92	16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION		CASE	
93	16052	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #34136, 1.5oz BOTTLE, 24 BOTTLES PER CASE, NO SUBS.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
94	16053	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #45827, 18oz BOTTLE, 4 BOTTLES PER CASE, NO SUBS		CASE	
95	16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.		BOX	
96	16057	ELECTRODES MONITORING, AMBU EKG ELECTRODE, BLUE SENSOR SP, HIGHLY CONDUCTIVE WET GEL, GENTLE TO SKIN, 50 PER PACK, #AMBU SP 50, NO SUBS.		PACK	
97	16058	IV PRESSURE INFUSER, INFU-STAT PRESSURE INFUSER, 1000mL, CURAPLEX, DISPOSABLE, 25 PER CASE, #350310		CASE	
98	16059	COLLAR CERVICAL, INFANT, 50 PER CASE, AMBU #264-501, NO SUBS		CASE	
99	16060	COLLAR CERVICAL, PEDIATRIC, 50 PER CASE, AMBU #264-502, NO SUBS.		CASE	
100	16061	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.		CASE	
101	16062	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.		CASE	
102	16063	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS		CASE	
103	16064	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS.		CASE	
104	16065	TUBE TRACHEAL, RUSCH FLEXI-SET 2.5 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506525, 10 EACH PER		BOX	
105	16066	TUBE TRACHEAL, RUSCH FLEXI-SET 3.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506530, 10 EACH PER		BOX	
106	16068	TUBE TRACHEAL, RUSCH FLEXI-SET 4.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506540, 10 EACH PER		BOX	
107	16069	TUBE TRACHEAL, RUSCH FLEXI-SET 5.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504550, 10 EACH PER		BOX	
108	16070	TUBE TRACHEAL, RUSCH FLEXI-SET 6.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504560, 10 EACH PER		BOX	
109	16071	TUBE TRACHEAL, RUSCH FLEXI-SET 7.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504570, 10 EACH PER		BOX	
110	16072	TUBE TRACHEAL, RUSCH FLEXI-SET 8.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504580, 10 EACH PER		BOX	
111	16073	TUBE TRACHEAL, RUSCH FLEXI-SET 9.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504590, 10 EACH PER		BOX	
112	16145	PENLIGHT DISPOSABLE, DIAGNOSTIC PENLIGHT WITH PUPIL GAUGE, 6 EACH PER PACK. CURAPLEX 32762		PACK	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
113	16146	SPLINT MULTI-PURPOSE, UNIVERSAL WITH SELF-ADHERENT ADHESIVE WRAP ACTISPLINT WITH SENSI-WRAP, DYNAREX, ROLLED SPLINT 4.5" X 36" WITH		CASE	
114	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.		PACK	
115	16148	CO2 INDICATOR, FENEM CO2 INDICATOR ATTACHES TO EXHALATION PORT OF RESUSCITATOR BAG, 30 mm I.D., BODY MASS RANGE >1 KG, 2 YEAR SHELF LIFE, LATEX-FREE, 10 EACH PER BOX, CURAPLEX #3015585EA, NO SUBS.		BOX	
116	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, NO SUBS		CASE	
117	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS		EACH	
118	16175	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUBS.		EACH	
119	16176	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUBS.		PACK	
120	16177	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS.		PACK	
121	16178	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUBS.		PACK	
122	16179	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT, NO SUBS.		EACH	
123	16182	INFUSION SET, WINGED, SURSHIELD SAFETY WINGED INFUSION SETS, TERUMO, 23ga x 3/4, 3.5" TUBING, SV*S23BLS, PACKED: 50/BOX, NO		BOX	
124	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.		EACH	
125	16186	GAUZE PETROLATUM, NON-ADHERING, LATEX FREE, FOIL PACKAGE, STERILE, 3" X 9", DERMA DKC 20056, NO SUBS.		BOX	
126	16187	BANDAGE CONFORMING, GAUZE, SOF- FORM, STERILE, 4" X 75", MEDLINE #NON 25498, 12/BOX.		BOX	
127	16189	ICE PACK, FILLABLE, SMALL WITH VELCRO STRAPS, SECURE-ALL, LATEX FREE, 5" X 12", 15 PER BOX, KIMBERLY CLARK #33595, NO SUBS.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
128	16191	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-		CASE	
129	16216	NEEDLE HYPODERMIC, REGULAR BEVEL, 18G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.		BOX	
130	16217	NEEDLE HYPODERMIC, REGULAR BEVEL, 21G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.		BOX	
131	16218	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUBS, 100/BOX.		BOX	
132	16221	MASK 3M HEALTH CARE PARTICULATE RESPIRATOR AND SURGICAL MASK 1860, NIOSH APPROVED N95, FDA CLEARED, FLUID RESISTANT AND DISPOSABLE, 120/CASE, 3M ITEM ID70070612364, NO SUBS.		CASE	
133	16222	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUBS.		BOX	
134	16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PKG	
135	16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PKG	
136	16244	SEAL DRAW TIGHT, BLUE, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PKG	
137	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX.		BOX	
138	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX.		BOX	
139	16252	BANDAGE NON-STERILE MATRIX ELASTIC BANDAGES, 4" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE #MDS087004LF.		BOX	
140	16253	BANDAGE NON-STERILE, MATRIX ELASTIC BANDAGES, 2" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE ITEM MDS087002LF.		BOX	
141	16258	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE OR EQUAL		BOX	
142	16261	TAPE TRANSPORE SURGICAL TAPES, 3M HEALTHCARE, CLEAR, POROUS, HYPOALLERGENIC, 1" X 10 YDS, 12/BOX, NO SUBS.		BOX	
143	16262	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44102, NO SUBS.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
144	16263	BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44101, NO SUBS.		BOX	
145	16264	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES ITEM, NO SUBS.		BOX	
146	16265	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUBS.		EACH	
147	16268	CLIPPER 3M SURGICAL, CLIPPER STARTER KIT 9667L, KIT CONTAINS 9661L BODY AND 9662L CHARGER STAND, NO SUBS.		EACH	
148	16272	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.		BOX	
149	16273	SODIUM CHLORIDE 0.9%, 10ML PREFILLED SYRINGE WITH LUER LOCK INDIVIDUALLY PACKAGED, 30 PER BOX, BECTON DICKINSON ITEM #BD306546, NO SUBS.		BOX	
150	16287	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.		BOX	
151	16300	MASK ADULT 3IN1, INCLUDES MASK WITH FLAPPER VALVE, 7' OXYGEN SUPPLY TUBING & OXYGEN CONNECTOR, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG, HUDSON RCI-TELEFLEX MEDICAL ITEM #1061, INDIVIDUALLY PACKAGED 50/CASE.		CASE	
152	16301	MASK PEDIATRIC NON REBREATHING WITH SAFETY VENT, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG COMPLETE WITH 7' OXYGEN SUPPLY TUBING, HUDSON RCI TELEFLEX MEDICAL ITEM #1058, INDIVIDUALLY PACKAGED 50/CASE.		CASE	
153	16302	MASK INFANT HIGH CONCENTRATION WITH 7' TUBING, HUDSON RCI-TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	
154	16303	MASK AEROSOL ELONGATED PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1085, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	
155	16304	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
156	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7' TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE. NO SUB		CASE	
157	16306	MASK TRACHEOSTOMY PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1076, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.		CASE	
158	16307	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.		CASE	
159	16308	HUMIDIFIERS AQUAPAK, RESERVOIR BOTTLES HAVE BUILT-IN OXYGEN TUBING CONNECTORS, AQUAPAK 340ML KIT, 340ML OF STERILE WATER, INCLUDES 000-40 HUMIDIFIER ADAPTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #003-40, INDIVIDUALLY PACKAGED 20/CASE.		CASE	
160	16309	CANNULA SOFTECH NASAL, ADULT, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1820, INDIVIDUALLY		CASE	
161	16310	CANNULA SOFTECH NASAL, PEDIATRIC, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1838, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	
162	16376	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250		CASE	
163	16377	COLD PACK, STANDARD COLD PACK, 5.75" X 9", LATEX FREE, MEDLINE, 24/CASE.		CASE	
164	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD, RADIOLOGIC SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUBS		CASE	
165	16382	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN		BOX	
166	16383	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
167	16407	GAUZE QUIKCLOT, QUIKCLOT COMBAT GAUZE LE, 3" X 4 YARDS, Z-FOLDED, SOFT, WHITE, NONWOVEN, HYDROPHILIC GAUZE IMPREGNATED WITH KAOLIN, ITEM #350, IS PACKAGED IN AN EASY-TEAR POUCH, CONTAINS AN X-RAY DETECTABLE STRIP FOR EASY IDENTIFICATION AND HAS FIVE YEAR EXPIRATION, EACH, NO SUBS.		EACH	
168	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE.		CASE	
169	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.		BOX	
170	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.		BOX	
171	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.		BOX	
172	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.		BOX	
173	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.		BOX	
174	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX.		BOX	
175	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.		BOX	
176	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.		BOX	
177	16419	SYRINGE DISPOSABLE, WITH 1/5ML GRADUATION, STERILE, SINGLE USE, 10ML BD LUER-LOK TIP, BECTON DICKINSON ITEM 309604,		BOX	
178	16420	SYRINGE DISPOSABLE, HAS 1 ML, 3/4 OZ. IN 1/8 OZ GRADUATION, STERILE SINGLE USE, 20 ML BD LUER-LOK TIP, BECTON DICKINSON #302830, 48/BOX, NO SUBS.		BOX	
179	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.		BOX	
180	16422	SYRINGE WITH DETACHABLE NEEDLE, 23G X 1" BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 3 ML BD LUER-LOK, BECTON DICKINSON #305782, 50/BOX, NO SUBS.		BOX	
181	16423	SYRINGE WITH DETACHABLE NEEDLE, 27G X 1/2", BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 1 ML BD LUER-LOK, BECTON DICKINSON #A305789, 50/BOX, NO SUBS.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
182	16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX, NO SUBS.		BOX	
183	16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.		CASE	
184	16426	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 10 FRENCH, 50 PER CASE.		CASE	
185	16428	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 14 FRENCH, 50 PER CASE.		CASE	
186	16429	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 16 FRENCH, 50 PER CASE		CASE	
187	16430	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 18 FRENCH, 50 PER CASE.		CASE	
188	16431	YANKAUER, STANDARD BULB TIP WITH CONTROL VENT, SINGLE USE, STERILE, DYNAREX, 50/CASE, NO SUBS.		CASE	
189	16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK50 PER BAG, DYNAREX OR EQUAL.		CASE	
190	16433	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 50MM, SIZE 5, LT. BLUE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
191	16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.		CASE	
192	16435	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 70MM, SIZE 7, WHITE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
193	16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.		CASE	
194	16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.		CASE	
195	16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
196	16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
197	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, NO SUBS.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
198	16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.		CASE	
199	16444	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 12 FRENCH, 50 PER CASE.		CASE	
200	16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.		CASE	
201	16447	BLADE 3M SINGLE-USE PIVOTING BLADE 3M #9660, ASSEMBLY FOR CLIPPER 9661L, 50/CASE. NO SUBS.		CASE	
202	16469	BLANKET 100% POLYESTER, DISPOSABLE, GRAY, 60" X 80", DYNAREX 24/CASE, NO SUBS.		CASE	
203	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.		CASE	
204	16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, OR EQUAL.		CASE	
205	16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.		CASE	
206	16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES 1000 LB CAPACITY, 40" X 80", 10 PER CASE, NO SUBS.		CASE	
207	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.		EACH	
208	16503	PEDIA TAPE PEDIATRIC EMERGENCY MEASURING TAPE, COLOR-CODED, LAMINATED, MEASURE LENGTH AND ESTIMATE WEIGHT, COMPATIBLE WITH THE MOST-RECENT BROSELOW TAPE, NO SUBS.		EACH	
209	16505	CONNECTOR 02, NIPPLE/NUT, SWIVEL, GREEN, BARB ADAPTER, FOR CONNECTING OXYGEN MASKS OR CANNULA TO OXYGEN FLOWMETER, 50/BAG.		BAG	
210	16513	CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE, NO SUBS.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
211	16514	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.		EACH	
212	16517	NASAL ATOMIZER, INTRANASAL MUCOSAL ATOMIZATION DEVICE, LMA MAD NASAL, TELEFLEX #MAD300, 25/BOX.		BOX	
213	16523	SENSI WRAP, DYNAREX, SELF-ADHERENT, LATEX FREE, 2" X 5 YDS, RAINBOW COLOR, 36 PER CASE, NO SUBS.		CASE	
214	17377	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.		EACH	
215	17518	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 500 ML BAG (24/CASE) BRAND OR MANUFACTURER MAY BE BRAUN, BAXTER, OR HOSPIRA. NO SUBS.		CASE	
216	17519	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.		CASE	
217	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.		CASE	
218	16188	GAUZE SPONGE, 4"X4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.		PACK	
219	17666	STAT-PADZ II ELECTRODE, 12/CASE, ZOLL - 8900-0802-01.		CASE	
220	17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01.		BOX	



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Beard Equipment Company fo2 72-inch John Deere 1550 rotary deck mowers for Azalea City Golf Course.

Amount of Contract:

\$51,940.00

Funding Source

Capital Equipment - Parks and Recreation

ATTACHMENTS:

1. 20250421 Beard Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 29 April 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Beard Equipment Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Beard Equipment Company for 2 72-inch John Deere 1550 rotary deck mowers for Azalea City Golf Course.
Capital Equipment - Parks and Recreation

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$51,940.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5941

How many bidders received bid packages (if applicable): 6+ web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>21160</u>	2025	(F6130) AZALEA CITY GOLF COURSE	2 72IN JOHN DEERE 1550 ROTARY DECK MOWERS FOR AZALEA CITY GOLF COURSE (SEALED BID 5941)	\$51,940.00	<u>(22254) BEARD EQUIPMENT COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021160-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 1
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Vendor
 BEARD EQUIPMENT COMPANY
 2480 E I-65 SERVICE RD N

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36617

MOBILE, AL 36608

Tel#251-330-7721
 Fax 251-330-4680

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	022254				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 GOLF COURSE MAINT TOOL/EQUIP: ROTARY DECK MOWER, 72" DECK, REAR DISCHARGE VENDOR TO PROVIDE DEERE 1550 TERRAINCUT MOWER WITH DEERE 72" FASTBACK PRO COMMERCIAL REAR DISCHARGER DECK. AS PER CITY OF MOBILE BID #5941 AND YOUR QUOTE Vendor Item	2.00 EACH	25970.00000	51940.00

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	51940.00
---	----------

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	51940.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021160-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 2
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Vendor
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

MOBILE, AL 36617

Tel#251-330-7721
Fax 251-330-4680

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	022254				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
E E0022	.CAPEQUIPMT.		51940.00	145276.98

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		

51940.00

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Cancelled	04/21/25	JOHN PAINE	GL Allocation changed
Approved	03/12/25	KIM CARMODY	Auto approved by: 91055604
Approved	03/12/25	DANIEL OTTO	
Approved	04/21/25	KIM CARMODY	
Approved	04/21/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/12/25	BRENDA RHODES	
Approved	03/12/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/12/25	RELYA MALLORY	Auto approved by: 910511034
Queued	04/21/25	BRENDA RHODES	Auto approved by: 910511034
Queued	04/21/25	TIFFANY HOLLINS	Auto approved by: 910511034
Queued	04/21/25	RELYA MALLORY	Auto approved by: 910511034
Pending		DONALD ROSE	Auto approved by: 910511034
Pending		SANDRA LEWIS	Auto approved by: 910511034
Pending		STEVEN KRONINGER	Auto approved by: 910511034
Pending		SAMANTHA COOLEY	Auto approved by: 910511034
Pending		CLAUDE BUERGER IV	Auto approved by: 910511034
Pending		ANNE FOLEY	Auto approved by: 910511034
Pending		JOHN PAINE	Auto approved by: 910511034

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	===== Requisition 00021160-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	===== Page 3
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Vendor
 BEARD EQUIPMENT COMPANY
 2480 E I-65 SERVICE RD N

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36617

MOBILE, AL 36608

Tel#251-330-7721
 Fax 251-330-4680

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	022254				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			

BID TABULATION FOR BID #5922
72IN OUT FRONT ROTARY MOWER – GOLF COURSE

VENDOR	PRICE	MODEL
Beard Equipment	\$25,970.00	DEERE 1550
Jerry Pate Turf & Equipment	\$29,448.52	TORO 3200D

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: lw Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/28/2025	5941	Golf Course	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, April 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
2-3 EA	72" OUT FRONT ROTARY MOWER FOR GOLF COURSE 72" Out Front Rotary Mower Toro 3200-D or John Deere 1550 or Equal as per the following and attached specifications. Mower: Make _____ Model _____ Year _____ Hours _____ Vendor shall be responsible to deliver mower to the City of Mobile. State warranty. City of Mobile Business License Required. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

Page 1 of 2

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

Phone Number _____

Email Address _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

Azalea City Golf Course
City of Mobile
Mobile, AL

SPECIFICATIONS FOR 72-INCH, OUT-FRONT, ROTARY MOWER

John Deere 1550, Toro 3200-D or equal
New – current year model

- Engine: 3-cylinder, 4-cycle, liquid cooled 24-horsepower diesel engine with 12-volt electric start
- Fuel capacity: 12 gallons minimum
- Controls: Hand operated throttle, PTO switch, hydraulic switch for lift /lower of implement, foot operated forward/reverse traction pedal
- Gauges: Fuel gauge, engine coolant temperature gauge and hour meter, indicator light for high engine coolant temperature, low engine oil pressure, ammeter, glow plugs
- Electrical: 12-volt automotive type electrical system, dash mounted ignition switch, 40-amp alternator. PTO, seat, and traction interlock safety switches
- Transaxle: Two-wheel drive, variable speed, axial position, hydrostatic in-line transmission; charge circuit hydraulics with 25 micron filtration provide hydraulic flow for power and implement lift
- Ground speed: 0 – 12 mph
- Implement lift: Two 2.5" hydraulic cylinders operate lift arms
- Steering: Steering valve controls single hydraulic steering cylinder, steering system is single tie rod type, tilt steering wheel with single lever control, 14-inch diameter steering wheel
- Tires/wheels: Two front traction drive tires: 23 x 10.5-12, turf tread, 4-ply rating
Two rear steering tires: 16 x 6.5-8, turf tread, 4 ply rating
- Brakes: parking brakes on front traction wheels, dynamic braking through traction drive
- Seat: Deluxe adjustable air ride seat
- Warranty: Two-year period

Mowing deck: 72-inch, rear discharge, 3-blade deck, mounted at the front of the mower (not "mid-mount" or "belly" mower)

Height of cut: 1 - 6 inches in 0.5-inch increments with spacers on the caster shafts

Construction of deck: 7 gauge steel, 5.5 inch deep, welded construction, flip up deck

Cutter drive: Isolation mounted PTO driven gearbox, 1.25" diameter spindle shafts, protected by rugged 9" conical spindle housing, turn on two greaseable tapered roller bearings (greaseable from top of deck), a positive splined connection attaches pulleys to spindle shafts

Caster Wheels: Two front and two rear caster wheels consisting of hard rubber or foam filled tires with roller bearings

Deck Covers: Quick-release covers

Additional equipment: Rear weight kit

Vendor to provide owner's manual, service manual, and parts manual in both digital and printed formats.

Vendor must have a full service center within 75 miles of the City of Mobile which has in stock commonly used parts and is capable of making any and all repairs to this unit.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Beard Equipment Company for one John Deere 1220 Sand Bunker Rake and one Dakota 410 Sand Topdresser for Azalea City Golf Course.

Amount of Contract:

\$55,382.52

Funding Source

Capital -Equipment Parks and Recreation.

ATTACHMENTS:

1. 20250424 Beard Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Beard Equipment Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Beard Equipment Company for one John Deere 1220 Sand Bunker Rake and one Dakota 410 Sand Topdresser for Azalea City Golf Course.
Capital -Equipment Parks and Recreation.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$55,382.52

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5942

How many bidders received bid packages (if applicable): 15+web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>21099,</u> <u>21164</u>	2025	(F6130) AZALEA CITY GOLF COURSE	JOHN DEERE 1220 SAND BUNKER RAKE AND DAKOTA 410 SAND TOPDRESSER FOR AZALEA CITY GOLF COURSE (SEALED BID 5942)	\$55,382.52	<u>(22254) BEARD EQUIPMENT COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021099-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

MOBILE, AL 36617

Tel#251-330-7721
Fax 251-330-4680

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/25	022254				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 GOLF COURSE MAINT TOOL/EQUIP: GOLF SAND BUNKER RAKE VENDOR TO PROVIDE DEERE 1220 SAND BUNKER RAKE AS PER MY BID #5942 AND YOUR QUOTE Vendor Item	1.00 EACH	31964.52000	31964.52

1 2000.80.00.0000.0000.0000.0000.47010.
E E0022 .CAPEQUIPMT.

31964.52

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total

31964.52

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	31964.52	145568.50

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021099-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 BEARD EQUIPMENT COMPANY
 2480 E I-65 SERVICE RD N

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

MOBILE, AL 36617

Tel#251-330-7721
 Fax 251-330-4680

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/25	022254				AZALEA CITY GOLF COURSE

Account Account 2000.80.00.0000.0000.0000.0000.47010. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget Amount Remaining Budget 31964.52 EQUIPMENT (GREATER \$5000)
--	--

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

Activity	Date	Clerk	Comment
Approved	03/12/25	KIM CARMODY	
Approved	03/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/13/25	BRENDA RHODES	
Approved	03/13/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/13/25	RELYA MALLORY	Auto approved by: 910511034
Approved	04/24/25	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021164-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

MOBILE, AL 36617

Tel#251-330-7721
Fax 251-330-4680

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	022254				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 GOLF COURSE MAINT TOOL/EQUIP: GOLF GREENS SAND TOPDRESSER VENDOR TO PROVIDE DAKOTA 410 TURF TENDER AS PER CITY OF MOBILE BID #5942 AND YOUR QUOTE Vendor Item	1.00 EACH	23418.00000	23418.00

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	23418.00
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Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total	23418.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	23418.00	145568.50

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021164-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 BEARD EQUIPMENT COMPANY
 2480 E I-65 SERVICE RD N

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

MOBILE, AL 36617

Tel#251-330-7721
 Fax 251-330-4680

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	022254				AZALEA CITY GOLF COURSE

Account Account 2000.80.00.0000.0000.0000.0000.47010. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget Amount Remaining Budget 23418.00 EQUIPMENT (GREATER \$5000)
--	--

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

Activity	Date	Clerk	Comment
Approved	03/12/25	KIM CARMODY	
Approved	03/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/13/25	BRENDA RHODES	
Approved	03/13/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/13/25	RELYA MALLORY	Auto approved by: 910511034
Approved	04/24/25	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5942

TURF EQUIPMENT

	Beard Equipment	Jerry Pate Turf & Irrigation
Sand Bunker Rake	\$31,964.52	\$36,098.46
Utility Cart – Club Car 502	\$12,345.03 (Deere TX 4x2 did not meet spec)	\$15,299.53
Drop-In Cooler/Portable Refreshment Center	\$5,220.00	\$3,718.10
Utility Cart - Club Car 502 with Driving Range Kit	\$22,808.22	\$20,941.02
Greens Roller	\$20,845.00 (Deere 404G did not meet spec)	\$25,325.96
Greens Top Dresser	\$23,418.00	\$23,616.86

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: _____ en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/01/2025	5942	To Be Announced	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, April 18, 2025

QUANTITY		ARTICLES	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		TURF EQUIPMENT					
		TO INCLUDE SAND BUNKER RAKE, UTILITY CARTS, UTILITY CART WITH DRIVING RANGE KIT GREENS ROLLER, SPINNER TYPE TOW BEHINDD GREENS TOP DRESSER.					
Appx 1-2		Sand Bunker Rake. Toro Sand Pro 5040 or equal. Make _____ Model _____					
Appx 3-5		Utility Cart, Gasoline-Powered, Club Car Model 502 or equal. Make _____ Model _____					
Appx 1-3		Drop-In Cooler/Portable Refreshment Center to hold 360 (12 ounce) Beverages with 80 Pounds of Ice. Make _____ Model _____					
Appx 1-2		Utility Cart, Gasoline-Powered with Driving Range Kit Club Car Model 502 with Driving Range Kit or equal. Make _____ Model _____					
Page 1 of 3							
				TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page _____ of _____

Page 144 of 1149

Page_____ of _____

Page 145 of 1149

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR
SAND BUNKER RAKE - Toro Sand Pro 5040 or equal**

- Model: unit must be current year model with 0 hours
- Engine: V-twin cylinder, air cooled, OHV, gasoline engine, 18-horsepower with remote mounted air cleaner
- Fuel capacity: 5 gallons
- Controls: Hand operated choke & throttle, foot operated forward/reverse traction pedal, hand operated lever to raise/lower rear implement
- Electrical: 12-volt automotive type electrical system. 300 cold cranking amp battery. dash mounted ignition switch
- Transaxle: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3-wheel drive, parallel hydraulic system
- Ground speed: 0 – 10 mph in forward and 0 – 4 mph in reverse.
- Steering: Hydraulic power front wheel steering with zero turning radius.
- Brakes: Parking brake by hand lever, dynamic braking through traction drive.
- Seat: Deluxe adjustable seat.
- Main Frame: Tricycle vehicle with welded tubular steel frame
- Warranty: Two-year limited warranty.
- Accessories: Rear Quick Attach System
Rear mount tooth rake with cultivators/teeth to break up sand.
Front mount dozer blade, lifted/lowered by manual hand lever.
Mid mount toolbar with weeder tine attachment and leveling blade
Front and rear light kit.

Vendor shall provide parts, service, and owner's manuals in both paper form and electronic form. Vendor shall also include set-up, delivery, and up to one hour of operator training.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile that (1) is capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock (filters, tires, tines, etc.).

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE

**Club Car 502 or equal
New - current year model**

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Transmission = continuously variable transmission
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Cargo box capacity = 12 cubic feet
- Cargo box = all aluminum with rubber liner in floor of bed; single handed latch & release tailgate; configurable and removable track-based bed attachment system for carrying various tools
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = steering wheel with memo clip, manual bed dump, LED headlights, electronic fuel gauge, hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, differential guard, clip-on/fold down windshield, black canopy top, tailgate tether, front cowl & trim to be green in color

OPTIONAL ACCESSORY:

- Drop-in cooler which fits in utility bed. Club Car "Portable Refreshment Center" or equal which accommodates up to 360, 12-ounce beverages and 80 pounds of ice.

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE
WITH DRIVING RANGE ENCLOSURE KIT**

Club Car 500 or equal
New - current year model

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Transmission = continuously variable transmission
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Cargo box capacity = 12 cubic feet
- Cargo box = all aluminum with rubber liner in floor of bed; single handed latch & release tailgate; configurable and removable track-based bed attachment system for carrying various tools
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = steering wheel with memo clip, manual bed dump, LED headlights, electronic fuel gauge & hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, differential guard, clip-on/fold down windshield, tailgate tether, front cowl & trim to be green in color

ACCESSORY:

- Driving range enclosure kit (front brush guard & headlight guard) and push bar for use with Easy Picker ball picker currently in use by Azalea City Golf Course

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR GREENS ROLLER
Salsco HP11 or equal
New – current year model

Azalea City Golf Course requests the purchase of one greens roller with transport trailer with the following minimum specifications:

- Engine = 13 horsepower Honda gas engine with 12-volt electric start
- Fuel capacity = 5 gallons
- Traction drive = hydraulic pump to 2 hydrostats (one for each roller)
- Rollers = two oscillating rollers driven for positive traction, 10 inches diameter, 36-inch width with beveled ends.
- Steering system = hydraulic powered steering.
- Ground speed = 0 - 11 mph.
- Weight = less than 650 pounds
- Traction unit shall be able to climb a 40-degree slope.
- Compaction = without water = 4.2 PSI, with water added to rollers = 5.6 PSI.
- Transport trailer with tailgate style ramp shall be constructed with a steel tube axle and tongue and be equipped with a 1/3" thick rubber mat on the tailgate & trailer floor. It shall also include a swivel jack stand.
- Warranty shall be for a period of five years.
- Other accessories to be included: rotary brush kit to disperse debris from rollers while in use, deluxe seat with arm rests and LED light kit; topdress brush kit which includes full length brushes which can be lifted when not in use, these brushes shall be mounted on the outside of both roller drums

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR
SPINNER TYPE, TOW-BEHIND GREENS TOPDRESSER**
Dakota Turf Tender Model 410 or equal
New – current year model

Engine:	11-horsepower, electric start, gasoline engine
Controls:	electric over hydraulic machine controls mounted in the vehicle which operate: • <u>speed</u> & <u>on/off</u> for the spinners • speed & on/off for the belt • engine start/stop & throttle control
Tires:	4-ply, 24 x 13 x 12; turf, chevron, or ultra-trac tread
Capacity:	1 cubic yard hopper
Hitch:	Pin type, adjustable hitch
Accessories:	jack stand
Warranty:	Two-year limited warranty

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific BID published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order(s) to Jerry Pate Turf & Irrigation for four Club Cart Utility Carts and one Greens Roller for Azalea City Golf Course.

Amount of Contract:

\$92,165.57

Funding Source

Capital -Equipment Parks and Recreation.

ATTACHMENTS:

1. 20250424 Pate Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order(s) to Jerry Pate Turf & Irrigation Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order(s) to Jerry Pate Turf & Irrigation for four Club Cart Utility
Carts and one Greens Roller for Azalea City Golf Course.
Capital -Equipment Parks and Recreation.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$92,165.57

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5942

How many bidders received bid packages (if applicable): 15+web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>21162,</u> <u>21165,</u> <u>21167</u>	2025	(F6130) AZALEA CITY GOLF COURSE	FOUR CLUB CAR UTILITY CARTS AND ONE GREENS ROLLER FOR AZALEA CITY GOLF COURSE (SEALED BID 5942)	\$92,165.57	<u>(101098) JERRY PATE TURF & IRRIGATION INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021162-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
001	GOLF COURSE MAINT TOOL/EQUIP: GOLF GREENS ROLLER. VENDOR TO PROVIDE SALSCO MODEL HP-11 ROLLER AS PER CITY OF MOBILE BID #5942 This is a firm, fixed price amount as quoted by vendor. Any vendor request for price adjustments at delivery are subject to city cancellation of this purchase, at no penalty to the city, and city competitive rebid, at the city's sole discretion. Vendor Item	1.00 EACH	25325.96000	25325.96
1	2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.			25325.96

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021162-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 JERRY PATE TURF & IRRIGATION INC
 301 SCHUBERT DRIVE

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

PENSACOLA, FL 32504

MOBILE, AL 36608

Tel#800-700-7001
 Fax 850-484-8596

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				25325.96

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	25325.96	143728.89

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	25325.96	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	03/12/25	KIM CARMODY	
Approved	03/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/13/25	BRENDA RHODES	
Approved	03/13/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/13/25	RELYA MALLORY	Auto approved by: 910511034
Approved	04/24/25	DONALD ROSE	Auto approved by: 9105paij
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Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021165-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 GOLF COURSE MAINT TOOL/EQUIP: UTILITY CART WITH DRIVING RANGE KIT VENDOR TO PROVIDE CLUB CAR CARRYALL 500 GAS WITH RANGE KIT AS PER CITY OF MOBILE BID \$5942 This is a firm, fixed price amount as quoted by Vendor. Any Vendor request for price adjustments at delivery are subject to City cancellation of this purchase, at no penalty to the City, and City competitive rebid, at the City's sole discretion. Vendor Item	1.00 EACH	20941.02000	20941.02

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	20941.02
---	----------

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021165-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 JERRY PATE TURF & IRRIGATION INC
 301 SCHUBERT DRIVE

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

PENSACOLA, FL 32504

MOBILE, AL 36608

Tel#800-700-7001
 Fax 850-484-8596

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			20941.02

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	20941.02	143728.89

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		
	20941.02	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	03/12/25	KIM CARMODY	
Approved	03/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/13/25	BRENDA RHODES	
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Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00021165-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
JERRY PATE TURF & IRRIGATION INC
301 SCHUBERT DRIVE

PENSACOLA, FL 32504

Tel#800-700-7001
Fax 850-484-8596

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/12/25	101098				AZALEA CITY GOLF COURSE
-----	-----	-----	-----	-----	-----

LN Description / Account	Signature	Qty	Unit Price	Net Price
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021167-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
001	GOLF COURSE MAINT TOOL/EQUIP:UTILITY CART VENDOR TO PROVIDE CLUB CAR CARRYALL 502 GAS AS PER CITY OF MOBILE BID #5942 This is a firm, fixed price amount as quoted by vendor. Any Vendor request for price adjustments at delivery are subject to City cancellation of this purchase, at no penalty to the City, and City competitive rebid, at the City's sole discretion. Vendor Item	3.00 EACH	15299.53000	45898.59
1	2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.			45898.59

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021167-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 JERRY PATE TURF & IRRIGATION INC
 301 SCHUBERT DRIVE

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

PENSACOLA, FL 32504

MOBILE, AL 36608

Tel#800-700-7001
 Fax 850-484-8596

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			45898.59

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT. .	45898.59	143728.89

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		
	45898.59	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	03/12/25	KIM CARMODY	
Approved	03/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/13/25	BRENDA RHODES	
Approved	03/13/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/13/25	RELYA MALLORY	Auto approved by: 910511034
Approved	04/24/25	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00021167-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
JERRY PATE TURF & IRRIGATION INC
301 SCHUBERT DRIVE

PENSACOLA, FL 32504

Tel#800-700-7001
Fax 850-484-8596

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/12/25	101098				AZALEA CITY GOLF COURSE
-----	-----	-----	-----	-----	-----

LN Description / Account	Signature	Qty	Unit Price	Net Price
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BID TABULATION FOR BID #5942

TURF EQUIPMENT

	Beard Equipment	Jerry Pate Turf & Irrigation
Sand Bunker Rake	\$31,964.52	\$36,098.46
Utility Cart – Club Car 502	\$12,345.03 (Deere TX 4x2 did not meet spec)	\$15,299.53
Drop-In Cooler/Portable Refreshment Center	\$5,220.00	\$3,718.10
Utility Cart - Club Car 502 with Driving Range Kit	\$22,808.22	\$20,941.02
Greens Roller	\$20,845.00 (Deere 404G did not meet spec)	\$25,325.96
Greens Top Dresser	\$23,418.00	\$23,616.86

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: _____ en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/01/2025	5942	To Be Announced	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, April 18, 2025

QUANTITY		ARTICLES	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		TURF EQUIPMENT TO INCLUDE SAND BUNKER RAKE, UTILITY CARTS, UTILITY CART WITH DRIVING RANGE KIT GREENS ROLLER, SPINNER TYPE TOW BEHINDD GREENS TOP DRESSER.					
Appx 1-2		Sand Bunker Rake. Toro Sand Pro 5040 or equal. Make _____ Model _____					
Appx 3-5		Utility Cart, Gasoline-Powered, Club Car Model 502 or equal. Make _____ Model _____					
Appx 1-3		Drop-In Cooler/Portable Refreshment Center to hold 360 (12 ounce) Beverages with 80 Pounds of Ice. Make _____ Model _____					
Appx 1-2		Utility Cart, Gasoline-Powered with Driving Range Kit Club Car Model 502 with Driving Range Kit or equal. Make _____ Model _____					
Page 1 of 3							

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Appx 1-2 Greens Roller, Salsco Model HP11 or equal. Make _____ Model _____ Appx 1-2 Greens Top Dresser Tow-Behind Spinner Type Dakota Turf Tender Model 410 or equal. Make _____ Model _____ Must provide literature and specification on product bid. Upon award, the City will purchase one of each of the above products. If necessary, a demonstration may be required before award of the bid. If a demo is requested by the Purchasing Department of the City of Mobile, vendor shall provide within five (5) business days of the request of the Purchasing Department. All items must be new and unused with '0' hours. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

Page_____ of _____

Page 168 of 1149

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR
SAND BUNKER RAKE - Toro Sand Pro 5040 or equal**

- Model: unit must be current year model with 0 hours
- Engine: V-twin cylinder, air cooled, OHV, gasoline engine, 18-horsepower with remote mounted air cleaner
- Fuel capacity: 5 gallons
- Controls: Hand operated choke & throttle, foot operated forward/reverse traction pedal, hand operated lever to raise/lower rear implement
- Electrical: 12-volt automotive type electrical system. 300 cold cranking amp battery. dash mounted ignition switch
- Transaxle: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3-wheel drive, parallel hydraulic system
- Ground speed: 0 – 10 mph in forward and 0 – 4 mph in reverse.
- Steering: Hydraulic power front wheel steering with zero turning radius.
- Brakes: Parking brake by hand lever, dynamic braking through traction drive.
- Seat: Deluxe adjustable seat.
- Main Frame: Tricycle vehicle with welded tubular steel frame
- Warranty: Two-year limited warranty.
- Accessories: Rear Quick Attach System
Rear mount tooth rake with cultivators/teeth to break up sand.
Front mount dozer blade, lifted/lowered by manual hand lever.
Mid mount toolbar with weeder tine attachment and leveling blade
Front and rear light kit.

Vendor shall provide parts, service, and owner's manuals in both paper form and electronic form. Vendor shall also include set-up, delivery, and up to one hour of operator training.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile that (1) is capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock (filters, tires, tines, etc.).

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE

**Club Car 502 or equal
New - current year model**

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Transmission = continuously variable transmission
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Cargo box capacity = 12 cubic feet
- Cargo box = all aluminum with rubber liner in floor of bed; single handed latch & release tailgate; configurable and removable track-based bed attachment system for carrying various tools
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = steering wheel with memo clip, manual bed dump, LED headlights, electronic fuel gauge, hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, differential guard, clip-on/fold down windshield, black canopy top, tailgate tether, front cowl & trim to be green in color

OPTIONAL ACCESSORY:

- Drop-in cooler which fits in utility bed. Club Car "Portable Refreshment Center" or equal which accommodates up to 360, 12-ounce beverages and 80 pounds of ice.

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE
WITH DRIVING RANGE ENCLOSURE KIT**

Club Car 500 or equal
New - current year model

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Transmission = continuously variable transmission
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Cargo box capacity = 12 cubic feet
- Cargo box = all aluminum with rubber liner in floor of bed; single handed latch & release tailgate; configurable and removable track-based bed attachment system for carrying various tools
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = steering wheel with memo clip, manual bed dump, LED headlights, electronic fuel gauge & hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, differential guard, clip-on/fold down windshield, tailgate tether, front cowl & trim to be green in color

ACCESSORY:

- Driving range enclosure kit (front brush guard & headlight guard) and push bar for use with Easy Picker ball picker currently in use by Azalea City Golf Course

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR GREENS ROLLER
Salsco HP11 or equal
New – current year model

Azalea City Golf Course requests the purchase of one greens roller with transport trailer with the following minimum specifications:

- Engine = 13 horsepower Honda gas engine with 12-volt electric start
- Fuel capacity = 5 gallons
- Traction drive = hydraulic pump to 2 hydrostats (one for each roller)
- Rollers = two oscillating rollers driven for positive traction, 10 inches diameter, 36-inch width with beveled ends.
- Steering system = hydraulic powered steering.
- Ground speed = 0 - 11 mph.
- Weight = less than 650 pounds
- Traction unit shall be able to climb a 40-degree slope.
- Compaction = without water = 4.2 PSI, with water added to rollers = 5.6 PSI.
- Transport trailer with tailgate style ramp shall be constructed with a steel tube axle and tongue and be equipped with a 1/3" thick rubber mat on the tailgate & trailer floor. It shall also include a swivel jack stand.
- Warranty shall be for a period of five years.
- Other accessories to be included: rotary brush kit to disperse debris from rollers while in use, deluxe seat with arm rests and LED light kit; topdress brush kit which includes full length brushes which can be lifted when not in use, these brushes shall be mounted on the outside of both roller drums

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR
SPINNER TYPE, TOW-BEHIND GREENS TOPDRESSER**
Dakota Turf Tender Model 410 or equal
New – current year model

Engine:	11-horsepower, electric start, gasoline engine
Controls:	electric over hydraulic machine controls mounted in the vehicle which operate: • <u>speed</u> & <u>on/off</u> for the spinners • speed & on/off for the belt • engine start/stop & throttle control
Tires:	4-ply, 24 x 13 x 12; turf, chevron, or ultra-trac tread
Capacity:	1 cubic yard hopper
Hitch:	Pin type, adjustable hitch
Accessories:	jack stand
Warranty:	Two-year limited warranty

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific BID published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Siteone Landscape Supply LLC for Rainbird Irrigation System controllers, sensors, ethernet catridges, pedestals and cabinets for MPRD.

Amount of Contract:

\$76,170.00

Funding Source

Capital - Irrigation System Modernization

ATTACHMENTS:

1. 20250424 Siteone Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Siteone Landscape Supply LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Siteone Landscape Supply LLC for Rainbird Irrigation
System controllers, sensors, ethernet catridges, pedestals and cabinets for MPRD.
Capital - Irrigation System Modernization

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$76,170.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Buyboard cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>20929</u>	2025	(2012) PARKS MAINTENANCE	RAINBIRD IRRIGATION SYSTEM CONTROLLERS, SENSORS, ETHERNET CARTRIDGES, PEDESTALS, AND CABINETS FOR MPRD (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$76,170.00	<u>(293780)</u> <u>SITEONE</u> <u>LANDSCAPE</u> <u>SUPPLY LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020929-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved	Page 1
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Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/25	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AS PER BUYBOARD CONTRACT 705-23 AND YOUR QUOTE 7948641				
001	RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE# ESPLXME2. QUOTE ATTACHED FOR ALL LINES- BID # 7498641	36.00 EACH	475.00000	17100.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			17100.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	RAIN BIRD EXPANSION MODULE 12 STATION FOR ESPLX CONTROLLER, SITEONE# ESPLXMSM12	12.00 EACH	175.00000	2100.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020929-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved	Page 2
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Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/25	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			2100.00

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

003	RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE# WR2RFC	36.00 EACH	70.00000	2520.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			2520.00
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Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020929-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved
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Page 3

Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36695

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
 Fax 251-666-5996

Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/25	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

004	Iq NETWORK COMM CARTRIDGE-ETHERNET, SITEONE# IQNCEN	36.00 EACH	1450.00000	52200.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			52200.00
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Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

005	RAIN BIRD METAL CABINET FOR ESPLX CONTROLLER, SITEONE# LXMM	2.00 EACH	475.00000	950.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			950.00
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Bill To	Requisition 00020929-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
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Vendor
SITEONE LANDSCAPE SUPPLY LLC
1560 CODY ROAD SOUTH

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36695

MOBILE, AL 36607
HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
Fax 251-666-5996

Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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03/05/25	293780				PARKS MAINTENANCE
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

006 RAIN BIRD METAL PEDESTAL FOR ESPLX CONTROLLER, SITEONE# LXMPED	2.00 EACH	650.00000	1300.00
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1 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			1300.00
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Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

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48 N. SAGE AVE.
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020929-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved	Page 5
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Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/25	293780				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total	76170.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0500 .OPERSUPPLS.	76170.00	201690.56

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	76170.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Forward	03/05/25	KIM CARMODY	Automatic Forward to 91055604
Approved	03/05/25	DANIEL OTTO	
Approved	03/05/25	BRENDA RHODES	
Approved	03/05/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/05/25	RELYA MALLORY	Auto approved by: 910511034
Forward	03/07/25	LONELL HARRIS	Automatic Forward to 9105paij
Approved	04/24/25	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

=====	=====
Bill To	Requisition 00020929-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
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Vendor
SITEONE LANDSCAPE SUPPLY LLC
1560 CODY ROAD SOUTH

MOBILE, AL 36695

Tel#251-639-1565
Fax 251-666-5996

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36607
HANKINSC@CITYOFMOBILE.ORG

Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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03/05/25	293780				PARKS MAINTENANCE
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			

April 20, 2025

Sent via email to: bids@siteone.com

Monique Potts
SiteOne Landscape Supply
1385 East 36th Street
Cleveland, OH 44114

Re: Grounds Maintenance Equipment, Parts, and Supplies
BuyBoard Contract 706-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Grounds Maintenance Equipment, Parts, and Supplies, Contract 706-23, for which the current term is set to expire May 31, 2025. At this time, the BuyBoard is renewing your contract through May 31, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Civ Center New Construction and Demo Project

Amount of Contract:

\$177,803.00 AND \$252,631.17

Funding Source

C0806 CIVIC CENTER NEW PARKING FACILITY (20002000.48010) AND C0859 CIVIC CENTER MARKETING PROJECT (20002000.48010)

ATTACHMENTS:

1. Civ Center New Construction and Demo Project

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sums of \$ 177,803.00 from Civic Center New Parking Facility Project C0806 (20002000.48010) and \$252,631.17 from Civic Center Marketing Project C0859 (20002000.48010), be transferred to Civ Center New Construction and Demo Project C0976 (20002000.48010).

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3032

DATE OF REQUEST: 04/17/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item2

REQUEST: Please transfer \$ \$177,803.00

FROM CAPITAL PROJECT#: C0806

CAPITAL PROJECT NAME: CIVIC CENTER NEW PARKING FACILITY

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0976

PROJECT NAME: CIV CENTER NEW CONSTRUCTION & DEMO

DEPT. PROJECT#: 5055

PURPOSE:

Carleen Stort Clark
Employee signature

Carleen Stort Clark
Approval signature

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3032

DATE OF REQUEST: 04/17/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item2

REQUEST: Please transfer \$ \$252,631.17

FROM CAPITAL PROJECT#: C0859

CAPITAL PROJECT NAME: CIVIC CENTER MARKETING

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0976

PROJECT NAME: CIV CENTER NEW CONSTRUCTION & DEMO

DEPT. PROJECT#: 5055

PURPOSE:

Carleen Strait Clark
Employee signature

Carleen Strait Clark
Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. General Fund Budget Transfer Resolution - Park System Security Cameras

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile desires to allocate additional resources to enhance its system of security cameras within, and in proximity to, its city parks; and

WHEREAS, the initial fiscal year 2025 estimate for the actions necessary to enhance this system is \$300,000; and

WHEREAS, available funding with the city's general fund budget has been identified for this project; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following reallocations be made to the fiscal year 2025 General Fund budget:

Transfer \$300,000 from the police department support services division, account code 10041542
- 40010 to the public safety administrative division, account code 10041500 – 42200.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Contract# 5348



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Geotechnical Engineering Testing, Inc. for testing services.

Amount of Contract:

\$70,000.00

Funding Source

C1008

ATTACHMENTS:

1. 2025-3005-02 2024 PAYGO Resurfacing Commission D2(Geotechnical Engineering Testing, Inc.)
2. resolution - Geotechnical Engineering Testing Inc. contract

REVIEWERS:

Lana Gauthier
Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 2 (D5-7);

COM Project# 2025-3005-02

PROJECT #: C1008 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: \$70,000.00

VENDOR NAME: Geotechnical Engineering Testing, Inc.

VENDOR NUMBER: 72600

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ **N X** ___; 5% of the 1st 50% ___ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date 4/22/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Joel Daves, Josh Woods, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to
execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and
between the City of Mobile and the company listed below, for work as outlined in the
contract attached hereto and made a part hereof as set forth in full, subject to the company
signing the contract and furnishing the required bonds and insurance. A copy of said
executed contract will be on file in the office of the City Clerk.

Name of Company: Geotechnical Engineering Testing, Inc.

Project Name: 2024 Paygo Resurfacing Commission District 2 (D5-7)
COM Project#2025-3005-02

Estimated Cost: \$70,000.00

Adopted:

City Clerk



**2024 PAYGO RESURFACING,
COMMISSION DISTRICT 2
GEOTECHNICAL CONTRACT**

PROJECT No. 2025-3005-02

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____, 2025, by and between the City of Mobile, Alabama, hereinafter called “CITY” a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the “COUNCIL”, and **Geotechnical Engineering Testing, Inc.**, hereinafter called the “LABORATORY”, WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- (a) **CITY** - City of Mobile, Alabama
- (b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.
- (c) **CONSULTANT** – The engineering company, (**Dorsey & Dorsey Engineering, Inc.**), employed by the CITY to perform professional engineering services for the PROJECT.
- (d) **COUNCIL** - Mobile City Council
- (e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement PROJECT – **2024 PAYGO Resurfacing, Commission District 2, MCR-2024-201**
PROJECT No. – **2025-3005-02**

- (f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.
- (g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.
- (h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.
- (i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.
- (j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT (**Dorsey & Dorsey Engineering, Inc.**) to perform engineering services for the PROJECT.
- (k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.
- (l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.
- (m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. **SCOPE OF THE WORK:**

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS:

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUBGRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500-foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500-foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500-foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Subgrade, the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts, bridges and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit “B” attached, where applicable. For bridges at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration TEST and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the GEOTECHNICAL AND MATERIALS ENGINEER and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the GEOTECHNICAL

AND MATERIALS ENGINEER in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analyses pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analyses and engineering recommendations shall be performed in accordance with generally accepted engineering analyses, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete

specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28-day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28-day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general, one representative TEST shall be made for every 100 tons upon

notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200-foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in-place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all incidentals necessary, a sum not to exceed **\$70,000.00 (Seventy Thousand Dollars and Zero Cents)** as shown in Exhibit “A”, to be paid as follows:

(a) Construction Phase Services – A sum not to exceed **\$65,000.00 (Sixty-Five Thousand Dollars and Zero Cents)** for all services completed by the

LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month’s labor’s hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT

CONTRACTOR through the completion of the construction of this PROJECT.

(b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit “B” where applicable.

(c) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit “B” and shall not exceed **\$5,000.00 (Five Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY’s obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective

interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this CONTRACT, the LABORATORY represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

30. E-VERIFY:

By signing this CONTRACT, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

31. ANTI-DISCRIMINATION:

LABORATORY shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

32. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

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

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

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

(b) Comprehensive General Liability Insurance:

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

(c) Automobile Liability Insurance:

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

(d) Excess/Umbrella Liability Insurance

- 1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- 2) Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) Certificate of Liability Insurance Endorsement Page

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

- 1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2) Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
- 3) Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

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

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

33. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY participates in resolution of a claim also made

against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

36. TRIMBLE UNITY CONSTRUCT:

The City utilizes TRIMBLE UNITY CONSTRUCT (TUC) as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____

William S. Stimpson

Mayor

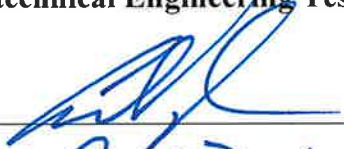
ATTEST:

By: _____

Its City Clerk

Print: _____

Geotechnical Engineering Testing, Inc.

By:  _____

Print: Curt Doyle _____

Its: President _____

Address: 904 Butler Drive, Mobile, AL 36693

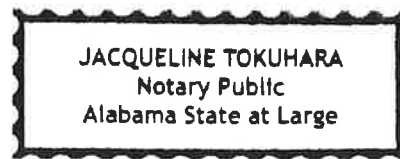
Telephone: 251-666-7197

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that CURT DOYLE, whose name is signed to the foregoing instrument in the capacity of PRESIDENT of Geotechnical Engineering Testing, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 19 day of MARCH, 2025.


NOTARY PUBLIC My Commission Expires:



**My Commission Expires
August 16, 2026**

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2024 PAYGO Commission District 2

PROJECT No. – 2025-3005-02, MCR-2024-201

Construction Phase Services – Not to Exceed Amount - \$65,000.00

Additional Services – Not to Exceed Amount - \$5,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

\$ 70,000.00

Source of funding: MOBILE COUNTY PAYGO, MCR-2024-201, C1008

EXHIBIT 'B':
FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST
PAYMENT, AND SUMMARY OF HOURLY RATES

SCHEDULE OF UNIT FEES
January 1, 2025
FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment	
a.	Local – Minimum Charge	\$500.00
b.	Additional Mobilization – Outside 25 Miles	Special Quote
2.	Mobilization of ATV Mounted Core Boring Equipment	
a.	Local – Minimum Charge	\$750.00
b.	Outside 25 Miles	Special Quote
3.	Mobilization of Barge & Core Boring Equipment	Special Quote
4.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods	
a.	0' – 50'	\$18.00/LF
b.	50' – 100'	\$23.00/LF
c.	100' – 150'	\$32.00/LF
d.	150' – 200'	\$45.00/LF
e.	200' +	Special Quote
5.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger 0' - 50'	\$25.00/LF
6.	1 In or 2 In. PVC Observation Well	
a.	Sealed	Special Quote
b.	Unsealed	\$13.00/LF
7.	Boring Abandonment	
a.	Bentonite Chips	\$9.00/LF
b.	Bentonite & Cement Slurry	\$17.00/LF
8.	SPT Samples Taken in Excess of One per 5 LF	
a.	0' – 50'	\$40.00/Ea
b.	50' – 100'	\$75.00/Ea
c.	100' +	\$125.00/Ea
9.	Rock Coring w/ Soil Boring Operations	\$50.00/LF
		OR
		\$275.00/Hr
10.	Shelby Tube Samples Attempted (ASTM D 1587)	
a.	0' – 50'	\$75.00/Ea
b.	50' – 100'	\$100.00/Ea
c.	100' +	\$160.00/Ea
d.	Shelby Tube Provided to Client	\$30.00/Ea
e.	Wax Tube Ends	\$40.00/Tube



SCHEDULE OF UNIT FEES

January 1, 2025

11.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	\$250.00/Hr
12.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	\$300.00/Hr
13.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	\$550.00/Hr
14.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
15.	Casing of Borings w/ Pipe (4" OD Casing)	\$17.50/LF
16.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)	\$3.00/Mile
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	\$120.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	\$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Augering (5 Ft) and Penetrometer Testing (36 In) (DCP)	\$160.00/Ea
24.	Hand Auger and Wildcat Testing (2-Man Crew - Portal to Portal)	\$130.00/Hr
25.	Borings using Tripod Mounted Equipment	
a.	3 – Man Crew and Equipment (Portal to Portal)	\$250.00/Hr
b.	4 – Man Crew and Equipment (Portal to Portal)	\$300.00/Hr

Note: Field soils exploration services performed with a drill rig and crew are subject to a minimum fee of \$2500.00.

LABORATORY SOIL MECHANICS TESTS
CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	\$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	\$100.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	\$150.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	\$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	\$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	\$50.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	\$85.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	\$300.00/Ea
8.	Specific Gravity Test (ASTM D 854)	\$125.00/Ea
9.	Organic Content (ASTM D 2974)	\$100.00/Ea
10.	Topsoil Test (ALDOT Method)	\$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	\$110.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	\$420.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	\$280.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	\$140.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	\$1200.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	\$1,500.00/Ea
17.	Moisture Content & Unit Weight	\$55.00/Ea
18.	Direct Shear Test	
	a. Quick	\$750.00/Ea
	b. Consolidated = Drained	\$2000.00/Ea
19.	Remold Sample / Point	\$35.00/Pt

SCHEDULE OF UNIT FEES
January 1, 2025
CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)	
a.	Set of One	\$750.00/Ea
b.	Set of Two	\$1000.00/Ea
c.	Set of Three	\$1250.00/Ea
d.	Set of Four	\$1500.00/Ea
e.	Set of Six	\$2000.00/Ea
f.	Set of Eight	\$2500.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)	
a.	Set of One	\$1200.00/Ea
b.	Set of Two	\$1400.00/Ea
c.	Set of Three	\$1600.00/Ea
d.	Set of Four	\$1800.00/Ea
e.	Set of Six	\$2400.00/Ea
f.	Set of Eight	\$2900.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
a.	4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$160.00/Ea
	Cohesive Soils (SC, CL, CH)	\$200.00/Ea
b.	6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$200.00/Ea
	Cohesive Soils (SC, CL, CH)	\$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
a.	4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$225.00/Ea
	Cohesive Soils (SC, CL, CH)	\$275.00/Ea
b.	6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	\$350.00/Ea
24.	Bulk Specific Gravity/Absorption of Aggregate	\$450.00/Ea
25.	Laboratory Vibrated Density	
a.	Maximum & Minimum (ASTM D 4253 & 4254)	\$300.00/Ea
b.	(ALDOT 140)	\$350.00/Ea
26.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt	\$200.00/Pt
27.	Resilient Modulus, MR	\$1000.00/Ea

SCHEDULE OF UNIT FEES**January 1, 2025**

HYDRAULIC CONDUCTIVITY TESTS

- | | | |
|-----|---|-------------|
| 28. | Hydraulic Conductivity Test – Flexible Wall Permeameter
Constant Head (EM 1110 – 2 – 1906 – Using Back Pressure
Saturation and ASTM D 5084) | \$450.00/Ea |
| 29. | Hydraulic Conductivity Test with Rigid Wall Permeameter –
Constant Falling Head (ASTM D 2424) | \$300.00/Ea |

CHEMICAL TESTS

- | | | |
|-----|---|-------------|
| 30. | Soil or Water pH (ASTM D 4972 & 6 – 51) | \$40.00/Ea |
| 31. | Soil or Water Resistivity (ASTM G 57) | \$100.00/Ea |

A 10% surcharge will apply to laboratory testing fees for projects where testing is not part of geotechnical investigation and reporting. This fee is to cover general project management and scheduling, laboratory report review, and report distribution.

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
a.	Technician Level I	\$58.00/Hr
b.	Technician Level II	\$64.00/Hr
c.	Technician Level III	\$74.00/Hr
d.	Technician Level IV	\$84.00/Hr
e.	Technician Level V	\$95.00/Hr
f.	ICC Certified Inspector	\$95.00/Hr
g.	Technician Supervisor	\$110.00/Hr
	Note: Services performed after regular office hours (7:00 – 5:00) will be subject to overtime rates and/or a 4 hour minimum.	
2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of Concrete Test Cylinders (Including Mold)	\$22.50/Ea
6.	Laboratory Curing “Hold” Concrete Test Cylinders (Including Mold)	\$22.50/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	\$140.00/Ea
8.	Laboratory Curing “Hold” Concrete Beams	\$40.00/Ea
9.	Laboratory Curing, Testing and Reporting 4” x 4” x 6” Block Fill	\$40.00/Ea
10.	Laboratory Curing “Hold” 4” x 4” x 6” Block Fill	\$40.00/Ea
11.	Laboratory Curing, Testing and Reporting 2” x 2” Grout / Mortar Cubes	\$30.00/Ea
12.	Laboratory Curing “Hold” 2” x 2” Grout / Mortar Cubes	\$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cap), Curing, and Testing Drilled Concrete Cores	\$100.00/Ea
16.	Gradation Analysis of Aggregates	\$300.00/Ea
17.	Capping of Concrete Test Specimens	\$25.00/Ea

SCHEDULE OF UNIT FEES
January 1, 2025

18.	Coring of Asphaltic Cement	
a.	Cost of Core Barrel and Machine	\$5.00/In/In (\$200.00 Minimum Charge)
b.	Hourly Technician Rates Apply	
c.	Patching of Core Holes w/ Asphalt	\$20.00/Ea
19.	Coring of Concrete	
a.	Cost of Core Barrel and Machine	\$8.00/In/In (\$250.00 Minimum Charge)
b.	Hourly Technician Rates Apply	
c.	Patching of Core Holes w/ Concrete	\$40.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	\$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
a.	4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$160.00/Ea
	Cohesive Soils (SC, CL, CH)	\$200.00/Ea
b.	6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$200.00/Ea
	Cohesive Soils (SC, CL, CH)	\$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
a.	4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$225.00/Ea
	Cohesive Soils (SC, CL, CH)	\$275.00/Ea
b.	6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	\$350.00/Ea
24.	Laboratory Vibrated Density	
b.	Maximum & Minimum (ASTM D 4253 & 4254)	\$250.00/Ea
b.	(ALDOT 140)	\$275.00/Ea
25.	One Point Proctor Verification	
a.	Standard Proctor	\$100.00/Pt
b.	Modified Proctor	\$150.00/Pt
26.	Soil Classification Test	\$200.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	\$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	\$125.00/Day
31.	Concrete Performance Analysis	Special Quote

SCHEDULE OF UNIT FEES
January 1, 2025

32.	Instrumentation and Equipment	
a.	Submeter GPS	\$100.00/Day
b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	\$1000.00/Day
c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
d.	Torque Wrench and Skidmore Device	\$75.00/Day
e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
f.	Settlement Plates	Special Quote
g.	Saximeter	\$50.00/Day
h.	Cylinder Molds	
	Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	\$125.00/Ea
	Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	\$125.00/Ea
i.	Nuclear Density Gauge	\$30.00/Day
j.	Sand Cone Equipment & Field Scales	\$100.00/Day
k.	Floor Flatness Test Equipment	\$250.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)	Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

SCHEDULE OF UNIT FEES
January 1, 2025
ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	\$225.00/Hr
	Litigation Related Services	\$350.00/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	\$190.00/Hr
	Litigation Related Services	\$300.00/Hr
3.	Project Engineer – Licensed Professional Engineer	\$165.00/Hr
	Litigation Related Services	\$240.00/Hr
4.	Professional Engineer or Geologist	\$150.00/Hr
5.	Staff Engineer or Geologist	\$110.00/Hr
6.	Project Manager	\$150.00/Hr
7.	Engineering Technician – Field and Office	
a.	Technician Level I	\$58.00/Hr
b.	Technician Level II	\$64.00/Hr
c.	Technician Level III	\$74.00/Hr
d.	Technician Level IV	\$84.00/Hr
e.	Technician Level V	\$95.00/Hr
f.	ICC Certified Inspector	\$95.00/Hr
g.	Technician Supervisor	\$110.00/Hr
8.	Computer Processor / Draftsman	\$80.00/Hr
9.	Typist and Reproduction Clerk	\$70.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	\$50.00 /Ea
15.	File Copies	
a.	Per Page	\$0.20/Ea
b.	Reproduction Clerk Time Applies	

EXHIBIT 'C': INSURANCE & CERTIFICATIONS



GEOTENG-01

FIVPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Prewitt Group
2146 Highland Avenue South
Birmingham, AL 35205

CONTACT NAME: Amy Price

PHONE (A/C, No, Ext): (205) 397-5105

FAX (A/C, No): (205) 397-5155

E-MAIL ADDRESS: aprice@prewitt.group

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Aspen Specialty Insurance Company

10717

INSURER B : Middlesex Insurance Company

23434

INSURER C : Starstone Specialty Ins. Co.

44776

INSURER D : The Sheffield Group

INSURER E : Continental Casualty Company

20443

INSURER F :

INSURED

Geotechnical Engineering Testing Inc.
904 Butler Dr.
Mobile, AL 36693

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	ER010YK24	5/22/2024	5/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2024	5/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	X	X	81338Z240ALI	5/22/2024	5/22/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A		X	41359-00	1/1/2025	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	☒ Professional Liab			MCH591949859	5/22/2024	5/22/2025	Each Claim/Aggregate 2,000,000
A	☒ Contractor Pollution			ER010YK24	5/22/2024	5/22/2025	Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #2025-3005-02, MCR-2024-201, 2024 PAYGO Resurfacing Commission District 2

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law. Workers Compensation Employers Liability Carrier for The Sheffield Fund is ACE American Insurance Co. NAIC#22667, Limits the same, effective 01-01-2025 to 12-31-2025, Policy# HDOG48955940. Officers Excluded from Workers Compensation are as follows: Lynn C. Doyle II and Clayton B. Doyle.

City of Mobile is are named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY The Prewitt Group		NAMED INSURED Geotechnical Engineering Testing Inc. 904 Butler Dr. Mobile, AL 36693	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
a Primary and Non-Contributory basis over other valid and collectable insurance.

Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

EXHIBIT 'D': E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Curt Doyle (affiant) who, being duly sworn says as follows:

President/CEO of Geotechnical Engineering Testing, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Geotechnical Engineering Testing, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

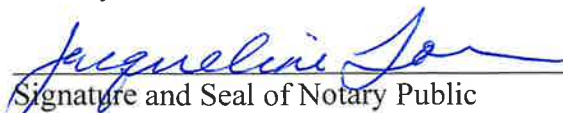
I further attest that said Geotechnical Engineering Testing, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 296114



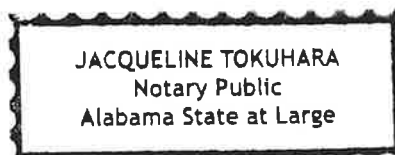
CEO of Geotechnical Engineering Testing, Inc.

Sworn to and subscribed before me this the 26 day of MARCH, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public





Company ID Number: 296114

Approved by:

Employer Geotechnical Engineering Testing, Inc.	
Name (Please Type or Print) Doyle B Clayton	Title
Signature Electronically Signed	Date 01/13/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/13/2010



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-02 Current Date 3 / 10 / 25

Project Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 2

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a materials testing contract and the required work

is specialized and small enough not to warrant the use of sub-consultants.

John Forrester

Requested By (Department Director)

(Signature)

251-208-7243

Telephone Number

City Engineer

(Title)

3/10/2025

(Date)

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Supplier Diversity Manager

(Title)

3/14/2025

(Date)

Approved By (CAO)

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Joel Daves, Josh Woods, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

That the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Mobile, a contract between the City of Mobile and Geotechnical Engineering Testing, Inc., for services related to testing and evaluating soils and materials in connection with the design and construction of the **2024 Paygo Resurfacing – Commission District 2 (Project No. 2025-3005-02)**, as more fully set forth in the contract attached hereto and made a part hereof by reference. A copy of said contract is on file in the Office of the City Clerk.

Name of Company:	Geotechnical Engineering Testing, Inc.
Project Name:	2024 Paygo Resurfacing Commission District 2 (D5-7) COM Project # 2025-3005-02
Cost:	\$70,000.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Contract# 5347



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Harwell and Company, LLC for resurfacing.

Amount of Contract:

\$4,285,804.12

Funding Source

C1008

ATTACHMENTS:

1. 2025-3005-02 2024 PAYGO Resurfacing Commission D2 (Harwell and Company, LLC)

REVIEWERS:

Lana Gauthier
Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 2 (D5-7);

COM Project# 2025-3005-02

PROJECT #: C1008 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Resurfacing

CONTRACT AMOUNT: \$4,285,804.12

VENDOR NAME: Harwell and Company, LLC

VENDOR NUMBER: 294040

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N X; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Jessica White Date 4/22/2025

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Council members Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, bids for street repairs for districts 5,6 and 7 were received and opened on March 19, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Harwell and Company, LLC., in the amount of \$4,285,804.12.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Harwell and Company, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: Harwell and Company, LLC.

Project Name: 2024 PAYGO Resurfacing Commission District 2 (D5-7)

Project Number: 2025-3005-02

Amount: \$4,285,804.12

Adopted:

City Clerk



**2024 PAYGO RESURFACING –
COMMISSION DISTRICT 2**

PROJECT No. 2025-3005-02

BID DATE – MARCH 19, 2025

Lang C. Dorsey
2/03/2025

CONTENTS

Advertisement for Bids..... I

Instructions to Bidders..... II

ProposalIII

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor’s and Subcontractor’s Insurance..... VII

Special Provisions.....VIII

Articles of Agreement..... IX

Supplemental Specifications..... X

Location Attachment A

Contractor’s Insurance Certification Attachment B

DBE Compliance Form Attachment C

Certifications, Affidavits, & Project Closeout..... Attachment D

Sign Details..... Attachment E

Geotechnical Reports and/or Mix Designs..... Attachment F

Tax Exemption..... Attachment G

**2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02**

**ITEM I
INVITATION TO BID**

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **MARCH 19, 2025** and then publicly opened and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2025-3005-02**
Project: **2024 PAYGO RESURFACING - COMMISSION DISTRICT 2**
Project Description: Asphalt milling, overlaying, road repairs, striping & markings

Plans and contract documents may be inspected and obtained from **Isaiah Engineering, Inc., 413-C Azalea Rd., Mobile, Alabama 36609 (Phone: 251-344-2022)** upon payment of \$200 dollars (\$200.00). Any questions concerning the plans or contract documents should be addressed to the Engineer (**Dorsey & Dorsey Engineering, Inc., 251-605-2023**). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference held on **MARCH 12, 2025**. No questions, whether orally or written, will be addressed after 12:00 P.M. on **MARCH 17, 2025**.

A Mandatory Pre-Bid Conference will be held in the Engineering Conference Room, 3rd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on MARCH 12, 2025 at 10:30 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or proposal attached, and unless all papers attached hereto are returned with the bid and the proposal sheet attached.

Bidders are advised to review the bid documents carefully and thoroughly for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 PAYGO RESURFACING - COMMISSION DISTRICT 2**, City of Mobile Project No. **2025-3005-02**, in the City of Mobile, Alabama".

PUBLISH IN THE FOLLOWING PUBLICATIONS/DATES:

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE Feb 19, 2025, February 26, 2025, and March 5, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President," "Secretary," "Agent," or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules, and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word “Owner” appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed, and marked on the outside “Bid for completion of **2024 PAYGO RESURFACING - COMMISSION DISTRICT 2**, City of Mobile Project No. **2025-3005-02**, in the City of Mobile, Alabama.”

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner’s satisfaction that the late arrival was due solely to mail delays, beyond the Bidder’s responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a **Municipal & Utility (MU) or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other documents pertaining to the work, which will be open to their inspection. Failure to do so

will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items," so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular

features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours' notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date MARCH 19, 2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: 2024 PAYGO RESURFACING - COMMISSION DISTRICT 2

Project No: 2025-3005-02

Project Description: Asphalt milling, asphalt overlaying, road repairs, striping & markings, traffic cameras, concrete

Major work items include: Asphalt milling and overlaying

The Bidder further agrees to construct the improvements in **120 working** days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the **State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.**

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 10:00A.M. on **MARCH 17, 2025**. Any such interpretation, any supplemental instructions will be emailed, mailed or delivered to all prospective bidders.

03-14-2025

Memo

TO
All Bidders

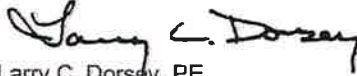
FROM
Dorsey & Dorsey

RE:
2024 PayGo Resurfacing
Commission District 2

Addendum No. 0001

ADDENDUM NO. 0001 GENERAL SUMMARY:

1. Corrected header from "2025" to "2024" on all the contract documents. Most changes are highlighted in yellow.
2. Revised working restrictions times.
3. Changed construction time from 180 calendar days to 120 working days.
4. Made changes to special clauses concerning striping/markings/cameras.
5. Deleted Camera System 3 at the intersection of Hillcrest and Grelot and changed to a wiring loop detection system.
6. Added hard copy of bid item sheets to the contract documents. Sheets generated from the Excel spreadsheet file provided will still replace these sheets in the submitted bid to determine the apparent low bidder.
7. Provided updated sheet for the DBE participation reflecting the change to 5% and its letter of establishing this number.
8. Several drawing changes were made mostly on the Summary of Quantity Sheets.
9. No inlet throats are expected to be removed. If the existing throats are damaged by removing the tops, as mentioned in the Pre-Bid meeting, replacement and repairs can be included in bid item for minor structure concrete.
10. NOTE: All bids must be submitted unbound and single sided.



Larry C. Dorsey, PE
AL 21807
Dorsey & Dorsey



DORSEY & DORSEY

PH 251-605-2023



03-17-2025

Memo

TO
All Bidders

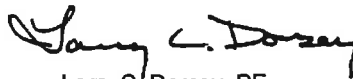
FROM
Dorsey & Dorsey

RE:
2024 PayGo Resurfacing
Commission District 2

Addendum No. 0002

ADDENDUM NO. 0002 GENERAL SUMMARY:

1. Re-issued Excel spreadsheet replace the one sent out under Addendum No. 0001. It adds Pay Item 634-A Chain Link Industrial Fence (Repairs) to the Halls Mills – Cottage Hill bid sheet.
2. Question: Can a milled surface be left overnight on the PayGo streets?
Answer: Yes, but swept clean and free of any debris.



Larry C. Dorsey, PE
AL 21807
Dorsey & Dorsey



DORSEY & DORSEY

PH 251-605-2023



The following sheets showing the Bid List Items are only to see a hard copy of the Bid items. Use the Excel Spreadsheet, replace these sheets, and submit the hard copy sheets generated by Excel spreadsheet for the actual proposal. If there are any discrepancies with this hard copy and the Excel generated hard copy, the Excel sheets override.

City of Mobile Project No. 2025-3005-02 (Area 1 - Hillcrest N1) Grelot - Airport
2024 PayGo RESURFACING - COMMISSION DISTRICT 2

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	\$16.50	Sixteen Dollars and Fifty Cents	\$825.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	200	\$12.50	Twelve Dollars and Fifty Cents	\$2,500.00
206-E2	Removal of Inlet Lid-(S-Inlet)	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
206-E4	Remove Concrete Inlet Throats	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	41758	\$1.25	One Dollar and Twenty Five Cents	\$52,197.50
410-H	Material Remixing Device	EA	1	\$12,000.00	Twelve Thousand Dollars and No Cents	\$12,000.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	3445	\$112.00	One Hundred Twelve Dollars and No Cents	\$385,840.00
534-D	Cleaning Existing Inlet	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
600-A	Mobilization	LS	1	\$17,228.60	Seventeen thousand two Hundred Twenty Eight Dollars and Sixty Cents	\$17,228.60
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	200	\$78.95	Seventy Eight Dollars and Ninety Five Cents	\$15,790.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	50	\$85.75	Eighty Five Dollars and Seventy Five Cents	\$4,287.50
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	80	\$88.25	Eighty Eight Dollars and Twenty Five Cents	\$7,060.00
618-D2	Handicap Ramp, Type 3C	EA	8	\$1,750.00	One Thousand Seven Hundred Fifty Dollars and No Cents	\$14,000.00
618-D3	Handicap Ramp, Type 1B	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-D4	Handicap Ramp, Type 4	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-E	Truncated Dome Insert, New Construction	EA	10	\$275.00	Two Hundred Seventy Five Dollars and No Cents	\$2,750.00
620-A	Minor Structure Concrete	CY	2	\$975.00	Nine Hundred Seventy Five Dollars and No Cents	\$1,950.00
621-C2	Inlet, Replace Top (S-Inlet)	EA	1	\$3,500.00	Three Thousand Five Hundred Dollars and No Cents	\$3,500.00

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
623-B1	Concrete Curb (Match in Kind)	LF	400	\$43.50	Forty Three Dollars and Fifty Cents	\$17,400.00
623-C	Combination Curb & Gutter	LF	250	\$43.50	Forty Three Dollars and Fifty Cents	\$10,875.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	\$49.50	Forty Nine Dollars and Fifty Cents	\$247.50
652-A	Seeding	ACRE	0.5	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$600.00
654-A	Solid Sodding (Match Existing)	SY	400	\$8.50	Eight Dollars and Fifty Cents	\$3,400.00
665-J	Silt Fence	LF	50	\$7.00	Seven Dollars and No Cents	\$350.00
665-O	Silt Fence Removal	LF	50	\$7.00	Seven Dollars and No Cents	\$350.00
665-Q	Wattles	LF	50	\$25.00	Twenty Five Dollars and No Cents	\$1,250.00
674-A	Construction Safety Fence	LF	100	\$8.00	Eight Dollars and No Cents	\$800.00
690-A	Project Sign (Portable)	EA	1	\$250.00	Two Hundred Fifty Dollars and No Cents	\$250.00
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$1.00	One Dollar and No Cents	\$1.00
701-A4	Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$23,632.50
701-A5	Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$22,433.25
701-A6	Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,762.50	Seven Thousand Seven Hundred Sixty Two Dollars and Fifty Cents	\$23,287.50
701-A7	Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$22,433.25
701-1E	Solid/Broken Temporary Traffic Stripe	MILE	12	\$920.00	Nine Hundred Twenty Dollars and No Cents	\$11,040.00
701-H	Solid/Broken Traffic Stripe Removed (Tape)	LF	1000	\$0.15	No Dollars and Fifteen Cents	\$150.00
703-A	Traffic Control Markings, Class 2, Type A	SF	4000	\$6.90	Six Dollars and Ninety Cents	\$27,600.00
703-B	Traffic Control Legends, Class 2, Type A	SF	800	\$6.90	Six Dollars and Ninety Cents	\$5,520.00

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
703-D	Temporary Traffic Control Markings	SF	2000	\$2.30	Two Dollars and Thirty Cents	\$4,600.00
705-A1	Pavement Markers, Class A, Type 2, Blue	EA	25	\$6.33	Six Dollars and Thirty Three Cents	\$158.25
705-A2	Pavement Markers, Class A, Type 2A, (Yellow or White)	EA	500	\$6.33	Six Dollars and Thirty Three Cents	\$3,165.00
705-A3	Pavement Markers, Class A, Type 2A, (White or Yellow/Red)	EA	500	\$6.33	Six Dollars and Thirty Three Cents	\$3,165.00
729-D	Cameras (Location 1, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
729-D	Cameras (Location 2, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
730-H	Loop Wire Replacement (Int Hillcrest/Grelot 4 Approaches)	LF	7108	\$5.67	Five Dollars and Sixty Seven Cents	\$40,302.36
740-A	Traffic Control	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00

HILLCREST N1 Subtotal	\$846,370.57
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City of Mobile Project No. 2025-3005-02 (Area 1 - Hillcrest N2) Airport - Old Shell
2024 PayGo RESURFACING - COMMISSION DISTRICT 2

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	250	\$16.50	Sixteen Dollars and Fifty Cents	\$4,125.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	300	\$12.50	Twelve Dollars and Fifty Cents	\$3,750.00
206-E2	Removal of Inlet Lid-(S-Inlet)	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
206-E4	Remove Concrete Inlet Throats	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	34258	\$1.25	One Dollar and Twenty Five Cents	\$42,822.50
410-H	Material Remixing Device	EA	1	\$12,000.00	Twelve Thousand Dollars and No Cents	\$12,000.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	2441	\$113.00	One Hundred Thirteen Dollars and No Cents	\$275,833.00
429-A2	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 220LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	514	\$115.00	One Hundred Fifteen Dollars and No Cents	\$59,110.00
534-D	Cleaning Existing Inlet	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
600-A	Mobilization	LS	1	\$12,728.60	Twelve Thousand Seven Hundred Twenty Eight Dollars and Sixty Cents	\$12,728.60
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	200	\$78.95	Seventy Eight Dollars and Ninety Five Cents	\$15,790.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	50	\$85.75	Eighty Five Dollars and Seventy Five Cents	\$4,287.50
618-D2	Handicap Ramp, Type 3C	EA	10	\$1,750.00	One Thousand Seven Hundred Fifty Dollars and No Cents	\$17,500.00
618-D3	Handicap Ramp, Type 1B	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-D4	Handicap Ramp, Type 4	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-E	Truncated Dome Insert, New Construction	EA	19	\$275.00	Two Hundred Seventy Five Dollars and No Cents	\$5,225.00
620-A	Minor Structure Concrete	CY	2	\$975.00	Nine Hundred Seventy Five Dollars and No Cents	\$1,950.00

621-C2	Inlet, Replace Top (S-Inlet)	EA	1	\$3,500.00	Three Thousand Five Hundred Dollars and No Cents	\$3,500.00
623-B1	Concrete Curb (Match in Kind)	LF	150	\$43.50	Forty Three Dollars and Fifty Cents	\$6,525.00
623-C	Combination Curb & Gutter	LF	100	\$43.50	Forty Three Dollars and Fifty Cents	\$4,350.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	\$49.50	Forty Nine Dollars and Fifty Cents	\$247.50
652-A	Seeding	ACRE	0.5	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$600.00
654-A	Solid Sodding (Match Existing)	SY	900	\$8.50	Eight Dollars and Fifty Cents	\$7,650.00
665--J	Silt Fence	LF	100	\$7.00	Seven Dollars and No Cents	\$700.00
665-O	Silt Fence Removal	LF	100	\$7.00	Seven Dollars and No Cents	\$700.00
665-Q	Wattles	LF	30	\$25.00	Twenty Five Dollars and No Cents	\$750.00
674-A	Construction Safety Fence	LF	150	\$8.00	Eight Dollars and No Cents	\$1,200.00
690-A	Project Sign (Portable)	EA	1	\$250.00	Two Hundred Fifty Dollars and No Cents	\$250.00
701-A4	Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$23,632.50
701-A5	Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	2	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$14,955.50
701-A6	Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	2	\$7,762.50	Seven Thousand Seven Hundred Sixty Two Dollars and Fifty Cents	\$15,525.00
701-A7	Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	2	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$14,955.50
701-1E	Solid/Broken Temporary Traffic Stripe	MILE	12	\$920.00	Nine Hundred Twenty Dollars and No Cents	\$11,040.00
701-H	Solid/Broken Traffic Stripe Removed (Tape)	LF	500	\$0.15	No Dollars and Fifteen Cents	\$75.00
703-A	Traffic Control Markings, Class 2, Type A	SF	3000	\$6.90	Six Dollars and Ninety Cents	\$20,700.00
703-B	Traffic Control Legends, Class 2, Type A	SF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
703-D	Temporary Traffic Control Markings	SF	2500	\$2.30	Two Dollars and Thirty Cents	\$5,750.00

705-A1	Pavement Markers, Class A, Type 2, Blue	EA	20	\$6.33	Six Dollars and Thirty Three Cents	\$126.60
705-A2	Pavement Markers, Class A, Type 2A, (Yellow or White)	EA	400	\$6.33	Six Dollars and Thirty Three Cents	\$2,532.00
705-A3	Pavement Markers, Class A, Type 2A, (White or Yellow/Red)	EA	400	\$6.33	Six Dollars and Thirty Three Cents	\$2,532.00
729-D	Cameras (Location 8, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
740-A	Traffic Control	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00

HILLCREST N2 Subtotal	\$668,833.88
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City of Mobile Project No. 2025-3005-02 (Area 2 - Hillcrest S) Hall Mills - Cottage Hill
2024 PayGo RESURFACING - COMMISSION DISTRICT 2

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	240	\$16.50	Sixteen Dollars and Fifty Cents	\$3,960.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	540	\$12.50	Twelve Dollars and Fifty Cents	\$6,750.00
206-E2	Removal of Inlet Lid-(S-Inlet)	EA	6	\$500.00	Five Hundred Dollars and No Cents	\$3,000.00
206-E4	Remove Concrete Inlet Throats	EA	2	\$500.00	Five Hundred Dollars and No Cents	\$1,000.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	78161	\$1.25	One Dollar and Twenty Five Cents	\$97,701.25
410-H	Material Remixing Device	EA	1	\$12,000.00	Twelve Thousand Dollars and No Cents	\$12,000.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	6448	\$112.00	One Hundred Twelve Dollars and No Cents	\$722,176.00
534-D	Cleaning Existing Inlet	EA	10	\$500.00	Five Hundred Dollars and No Cents	\$5,000.00
600-A	Mobilization	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	200	\$78.50	Seventy Eight Dollars and Fifty Cents	\$15,700.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	50	\$85.75	Eighty Five Dollars and Seventy Five Cents	\$4,287.50
618-D2	Handicap Ramp, Type 3C	EA	37	\$1,750.00	One Thousand Seven Hundred Fifty Dollars and No Cents	\$64,750.00
618-D3	Handicap Ramp, Type 1B	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-D4	Handicap Ramp, Type 4	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-E	Truncated Dome Insert, New Construction	EA	39	\$275.00	Two Hundred Seventy Five Dollars and No Cents	\$10,725.00
620-A	Minor Structure Concrete	CY	2	\$975.00	Nine Hundred Seventy Five Dollars and No Cents	\$1,950.00
621-C2	Inlet, Replace Top (S-Inlet)	EA	6	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$15,000.00
623-B1	Concrete Curb (Match in Kind)	LF	400	\$43.50	Forty Three Dollars and Fifty Cents	\$17,400.00

623-C	Combination Curb & Gutter	LF	200	\$43.50	Forty Three Dollars and Fifty Cents	\$8,700.00
634-A	Chain Link Industrial Fence (Repairs)	LS	1	\$1,000.00	One Thousand Dollars and No Cents	\$1,000.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	10	\$49.50	Forty Nine Dollars and Fifty Cents	\$495.00
652-A	Seeding	ACRE	0.5	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$600.00
654-A	Solid Sodding (Match Existing)	SY	2500	\$8.50	Eight Dollars and Fifty Cents	\$21,250.00
665--J	Silt Fence	LF	50	\$7.00	Seven Dollars and No Cents	\$350.00
665-O	Silt Fence Removal	LF	50	\$7.00	Seven Dollars and No Cents	\$350.00
665-Q	Wattles	LF	50	\$25.00	Twenty Five Dollars and No Cents	\$1,250.00
674-A	Construction Safety Fence	LF	100	\$8.00	Eight Dollars and No Cents	\$800.00
690-A	Project Sign (Portable)	EA	1	\$250.00	Two Hundred Fifty Dollars and No Cents	\$250.00
701-A4	Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$39,387.50
701-A5	Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$37,388.75
701-A6	Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$39,387.50
701-A7	Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$37,388.75
701-1E	Solid/Broken Temporary Traffic Stripe	MILE	15	\$920.00	Nine Hundred Twenty Dollars and No Cents	\$13,800.00
701-G1	Solid Yellow Class 3, Type W Traffic Stripe, 5" Wide (With All Weather Element)	LF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
701-G2	Broken Yellow Class 3, Type W Traffic Stripe, 5" Wide (With All Weather Element)	LF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
701-G3	Solid White Class 3, Type W Traffic Stripe, 5" Wide (With All Weather Element)	LF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
701-G4	Broken White Class 3, Type W Traffic Stripe, 5" Wide (With All Weather Element)	LF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
701-H	Solid/Broken Traffic Stripe Removed (Tape)	LF	2000	\$2.30	Two Dollars and Thirty Cents	\$4,600.00

703-A	Traffic Control Markings, Class 2, Type A	SF	6000	\$6.90	Six Dollars and Ninety Cents	\$41,400.00
703-B	Traffic Control Legends, Class 2, Type A	SF	1600	\$6.90	Six Dollars and Ninety Cents	\$11,040.00
703-D	Temporary Traffic Control Markings	SF	3200	\$2.30	Two Dollars and Thirty Cents	\$7,360.00
705-A1	Pavement Markers, Class A, Type 2, Blue	EA	25	\$6.33	Six Dollars and Thirty Three Cents	\$158.25
705-A2	Pavement Markers, Class A, Type 2A, (Yellow or White)	EA	600	\$6.33	Six Dollars and Thirty Three Cents	\$3,798.00
705-A3	Pavement Markers, Class A, Type 2A, (White or Yellow/Red)	EA	600	\$6.33	Six Dollars and Thirty Three Cents	\$3,798.00
729-D	Cameras (Location 4, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and	\$31,465.68
740-A	Traffic Control	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00

HILLCREST S Subtotal

\$1,385,217.18

City of Mobile Project No. 2025-3005-02 (Area 3 - Azalea) Cottage Hill - Airport
2024 PayGo RESURFACING - COMMISSION DISTRICT 2

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SF	720	\$7.00	Seven Dollars and No Cents	\$5,040.00
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	310	\$16.50	Sixteen Dollars and Fifty Cents	\$5,115.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	360	\$12.50	Twelve Dollars and Fifty Cents	\$4,500.00
206-E2	Removal of Inlet Lid-(S-Inlet)	EA	15	\$500.00	Five Hundred Dollars and No Cents	\$7,500.00
206-E4	Remove Concrete Inlet Throats	EA	10	\$500.00	Five Hundred Dollars and No Cents	\$5,000.00
210-A	Unclassified Excavation (Truck Bed Measure)	CY	150	\$27.50	Twenty Seven Dollars and Fifty Cents	\$4,125.00
210-D	Borrowed Excavation (Truck Bed Measure)	CY	100	\$32.50	Thirty Two Dollars and Fifty Cents	\$3,250.00
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	810	\$40.00	Forty Dollars and No Cents	\$32,400.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	66674	\$1.25	One Dollar and Twenty Five Cents	\$83,342.50
410-H	Material Remixing Device	EA	1	\$12,000.00	Twelve Thousand Dollars and No Cents	\$12,000.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	5500	\$112.00	One Hundred Twelve Dollars and No Cents	\$616,000.00
517-A	Galvanized Steel Pipe Handrail	LF	40	\$174.00	One Hundred Seventy Four Dollars and No Cents	\$6,960.00
534-D	Cleaning Existing Inlet	EA	10	\$500.00	Five Hundred Dollars and No Cents	\$5,000.00
600-A	Mobilization	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	250	\$78.95	Seventy Eight Dollars and Ninety Five Cents	\$19,737.50
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	100	\$85.75	Eighty Five Dollars and Seventy Five Cents	\$8,575.00
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	\$88.25	Eighty Eight Dollars and Twenty Five Cents	\$3,530.00
618-D2	Handicap Ramp, Type 3C	EA	8	\$1,750.00	One Thousand Seven Hundred Fifty Dollars and No Cents	\$14,000.00
618-D3	Handicap Ramp, Type 1B	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-D4	Handicap Ramp, Type 4	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00

618-E	Truncated Dome Insert, New Construction	EA	10	\$275.00	Two Hundred Seventy Five Dollars and No Cents	\$2,750.00
620-A	Minor Structure Concrete	CY	3	\$975.00	Nine Hundred Seventy Five Dollars and No Cents	\$2,925.00
621-C2	Inlet, Replace Top (S-Inlet)	EA	15	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$37,500.00
623-B1	Concrete Curb (Match in Kind)	LF	300	\$43.50	Forty Three Dollars and Fifty Cents	\$13,050.00
623-C	Combination Curb & Gutter	LF	260	\$43.50	Forty Three Dollars and Fifty Cents	\$11,310.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	\$49.50	Forty Nine Dollars and Fifty Cents	\$247.50
652-A	Seeding	ACRE	0.5	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$600.00
654-A	Solid Sodding (Match Existing)	SY	2500	\$8.50	Eight Dollars and Fifty Cents	\$21,250.00
665--J	Silt Fence	LF	100	\$7.00	Seven Dollars and No Cents	\$700.00
665-O	Silt Fence Removal	LF	100	\$7.00	Seven Dollars and No Cents	\$700.00
665-Q	Wattles	LF	50	\$25.00	Twenty Five Dollars and No Cents	\$1,250.00
674-A	Construction Safety Fence	LF	100	\$8.00	Eight Dollars and No Cents	\$800.00
690-A	Project Sign (Portable)	EA	1	\$250.00	Two Hundred Fifty Dollars and No Cents	\$250.00
701-A4	Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	6	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$47,265.00
701-A5	Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	6	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$44,866.50
701-A6	Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$39,387.50
701-A7	Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$37,388.75
701-1E	Solid/Broken Temporary Traffic Stripe	MILE	25	\$920.00	Nine Hundred Twenty Dollars and No Cents	\$23,000.00
701-H	Solid/Broken Traffic Stripe Removed (Tape)	LF	500	\$0.15	No Dollars and Fifteen Cents	\$75.00
703-A	Traffic Control Markings, Class 2, Type A	SF	6000	\$6.90	Six Dollars and Ninety Cents	\$41,400.00
703-B	Traffic Control Legends, Class 2, Type A	SF	2500	\$6.90	Six Dollars and Ninety Cents	\$17,250.00

703-D	Temporary Traffic Control Markings	SF	5000	\$2.30	Two Dollars and Thirty Cents	\$11,500.00
705-A1	Pavement Markers, Class A, Type 2, Blue	EA	40	\$6.33	Six Dollars and Thirty Three Cents	\$253.20
705-A2	Pavement Markers, Class A, Type 2A, (Yellow or White)	EA	1200	\$6.33	Six Dollars and Thirty Three Cents	\$7,596.00
705-A3	Pavement Markers, Class A, Type 2A, (White or Yellow/Red)	EA	1200	\$6.33	Six Dollars and Thirty Three Cents	\$7,596.00
729-D	Cameras (Location 5, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
729-D	Cameras (Location 6, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
729-D	Cameras (Location 7, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
740-A	Traffic Control	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
AZALEA Subtotal						\$1,385,382.49

BID TOTALS	
AREA 1 - HILLCREST N1 Subtotal	\$846,370.57
AREA 1 - HILLCREST N2 Subtotal	\$668,833.88
AREA 2 - HILLCREST S Subtotal	\$1,385,217.18
AREA 3 - AZALEA Subtotal	\$1,385,382.49
*TOTAL PROJECT BID	\$4,285,804.12

(Total of Subtotals)

*** Project will be awarded on the "Total Project Bid" value**

Total Project Bid

Total (All items listed in Proposal) 4,285,804.¹²
Written in words Four million, two hundred eighty-five thousand,
eight hundred four dollars and twelve cents.
Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By HARWELL + COMPANY, LLC

Signature of Bidder _____
(If a corporation)

By DOUG HARWELL
President

Business Address 75 MIDTOWN PARK E
MOBILE, AL 36606

Secretary _____

Business Address _____

Treasurer _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: Jada Worring
Secretary

46763
State License Number



JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027

Corporate Seal

2025 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Harwell & Company, LLC
(Name of Contractor)
75 Midtown Park E., Mobile, AL 36606-4141
(Address)
as Principal, and Old Republic Surety Company
(Name of Surety)
P. O. Box 1635, Milwaukee, WI 53201
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2024 PAYGO RESURFACING - COMMISSION DISTRICT 2, City of Mobile Project No. 2025-3005-02**. The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered March 19, 2025 (Date)
Harwell & Company, LLC (Contracting Firm)

Witness as to Principal By: [Signature] (SEAL)
Old Republic Surety Company (Name of Surety)

COUNTERSIGNED: Tammy P. Williams
Alabama Resident Agent By Tammy P. Williams, Attorney-In-Fact
Tammy P. Williams, Alabama Agent License #: 52812

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152



Signed and sealed at the City of Brookfield, WI this 19th day of March, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

VALENT GROUP, LLC

2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 2nd day of April
2025.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

Harwell & Company, LLC
BY: [Signature]
ITS: OWNER/MEMBER/CEO
(Title)

ATTEST: [Signature]
(Signature)
ITS: Office Manager

Old Republic Surety Company
BY: [Signature]
(Signature)
ITS: Attorney-In-Fact
(Title)

ATTEST: [Signature]

(Signature)
ITS: Agent (Title)

Corporate Seal



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-0152

Signed and sealed at the City of Brookfield, WI this 2nd day of April, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

**2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02**

**ITEM VI
PERFORMANCE BOND**

KNOW ALL MEN: That we Harwell & Company LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the “Principal”, and

Old Republic Surety Company, P. O. Box 1635, Milwaukee, WI 53201

(Name and Address or legal title of one or more sureties)

hereinafter called the “Surety” or “Sureties”, are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the “Owner”, in the sum of Four million two hundred eighty five thousand eight hundred four dollars & twelve cents dollars (\$4,285,804.12-----), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated . 20 , entered into a Contract with the Owner for 2024 PAYGO Resurfacing- Commission District 2 which agreement is by reference made a part hereof. Project No. 2025-3005-02

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02

SIGNED, SEALED AND DELIVERED this 2nd day of April
2025.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

Harwell & Company, LLC

BY: _____

(Signature)

ITS: _____

(Title)

ATTEST:

Jada A. Wang
(Signature)

ITS: Office Manager

Old Republic Surety Company

BY: _____

(Signature)

ITS: Attorney-In-Fact

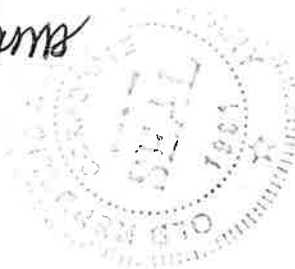
(Title)

ATTEST:

Demelle R. Stokes
(Signature)

ITS: Agent

Corporate Seal





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS** of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152



Signed and sealed at the City of Brookfield, WI this 2nd day of April, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:
 - (a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.
 - (b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.
2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.
3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:
 - (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
 - (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
 - (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least five (5%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) must be submitted with the bid documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the **Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**
- 12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
- 13. The Contractor shall always have on the job site, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions

from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
15. **The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.**
16. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).
17. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
18. **The contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction.** Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.
19. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

20. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
21. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with **FHWA 2009 MUTCD with Revisions 1, 2, and 3, July 2022** and at no cost to the Owner.
22. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
23. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
24. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.
25. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
26. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
27. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no

direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

28. All water and sanitary sewer work shall comply with the **Mobile Area Water and Sewer System (MAWSS)** Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.
29. **The project site shall be kept clean at all times.** Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
30. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
31. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
32. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
33. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. **At least two (2) copies of video and/or photos shall be made.** City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
34. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
35. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
36. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
37. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

38. There shall be no adjustment to fuel or asphalt index for this project. See Item No. 698-A for limits.
39. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion, and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
40. The Contractor shall provide, install, and maintain all temporary erosion control measures shown on the drawings. Wattles, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
41. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
42. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the **Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.**

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
44. Working hours on certain streets will be limited. See Map Book construction plans. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
45. **Workmen shall wear reflectorized jackets while on the construction sites.**
46. At intersections, the City Project Inspectors shall determine the limits to mill and resurface.
47. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
48. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

49. The Engineer will prepare an estimate once each month for work completed.
50. For planning purposes, an anticipated paving schedule for each of the work areas shall be submitted to the Engineer one week prior to beginning of work.
51. Temporary markings shall be immediately painted once pavement lanes are completely open for unmanaged vehicular use. Permanent striping and markings shall be placed no later than 45 days including the curing period of completion of asphalt paving at each area (Area 1, 2 3, and 4). Failure to make this happen shall cause the project to be placed in default as outlined in Section 108.04 of The Alabama Department of Standard Specifications for Highway Construction, 2022 Edition.
52. If contract completion days are exceeded, Section 108.11 of The Alabama Department of Standard Specifications for Highway Construction, 2022 Edition will be enforced for liquidated damages.
53. Asphalt placed without properly signed tickets by the assigned testing services will not be paid for.
54. Prior to installing the traffic cameras, the contractor is to contact Adam Spence (251-208-2960) with the City of Mobile Traffic Department to locate the exact pole location for each intersection's detection system.
55. VIDEO VEHICLE DETECTION SYSYEM – The system must be compatible to the City of Mobile's current system. The system will be a Type 1 Video Vehicle Detection that will provide presence or pulse detection of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs. Type 1B – camera (fisheye type) with independent video detection processor will be used. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Video Vehicle Detection equipment, complete and ready for service. The Currux carried (Axis-Panoramic Model #M4318-PLVE with 36" offset aluminum camera mount) meets these standards. Submittal must be made to the City of Mobile Traffic Department for final approval.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and HARWELL & COMPANY, LLC party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 PAYGO RESURFACING - COMMISSION DISTRICT 2

Project No: 2025-3005-02

Project Description: Asphalt milling, asphalt overlaying, road repairs, striping & markings, traffic cameras, concrete

Major work items include: Asphalt milling and overlaying

City of Mobile Project Number **2025-3005-02**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 4,285,804.12) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the Pre-bid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **DORSEY & DORSEY ENGINEERING, INC. (251) 605-2023**.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction," 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to **State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify, and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any

of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is Mobile County PAYGO, MCR-2024-201, C1008. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____
ITS MAYOR

ATTEST:

BY: _____
CITY CLERK

CONTRACTOR:

AN INDIVIDUAL

WITNESSES:

HARWELL & COMPANY, LLC
CONTRACTOR: (IF CORPORATION)

BY: _____
ITS PRESIDENT

CORPORATE SEAL

ATTEST:
Jaila A. Wain
ITS SECRETARY
04/08/2025
DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Doug Harwell, whose name is signed to the foregoing instrument in the capacity of Owner/Member/CEO of Harwell Company, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 21st day of April, 2025.

Jada A. Worring

NOTARY PUBLIC My Commission Expires:

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**
 - a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
 - b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers, or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. **SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE REPLACED WITH THE FOLLOWING:**

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract

Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210. PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE. SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E & 4):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the **2022 ALDOT Standard Specifications for Highway Construction**.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. SECTION 650. PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. PROJECT SIGN - PORTABLE:

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and

moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

Basis of Payment

Payment will be included in the Lump Sum price for Mobilization.

10. PORTABLE TOILETS:

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

Basis of Payment

Payment will be included in the Lump Sum price for Mobilization.

ATTACHMENT “A”
LOCATION

(See Map Book Plans)

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valent Group, LLC 1110 Montimar Drive Suite 400 Mobile AL 36609		CONTACT NAME: Tammy Williams PHONE (A/C, No, Ext): (251) 544-7277 FAX (A/C, No): (251) 343-0653 E-MAIL ADDRESS: twilliams@valentgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Auto Mutual Insurance Company	
		INSURER B: XL Specialty Insurance Co	
		INSURER C: Scottsdale Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2511050532 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	10196150CP	01/14/2025	01/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	10196149CA	01/14/2025	01/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	10196151CU	01/14/2025	01/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		Issued by Work Comp Carrier			PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	Leased/Rented Equipment Scheduled Equipment			UM00082560MA25A	01/14/2025	01/14/2026	Ded. \$2500 \$1,000,000 Ded. 3% \$2500 minimum \$3,196,143

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: 2024 PAYGO Resurfacing-Commission District 2 Project No. 2025-3005-02 City of Mobile is included as Additional Insured with respect to General liability, Automobile liability and Umbrella liability. General liability, Automobile liability and Umbrella liability are Primary and Non-contributory with regard to any other insurance in force or which may be purchased by Additional Insured. A Waiver of subrogation applies in favor of City of Mobile with respect to General liability, Automobile liability and Umbrella liability. We will endeavor to provide a 30 day notice of cancellation, notice on non-renewal or material changes (except 10 days for non-payment of premium).

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
P.O. Box 1827

Mobile

AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charlie Huntzape, Jr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins PHONE (A/C, No, Ext): (888)-578-5555 8417 E-MAIL ADDRESS: workersfirst@ccmsi.com FAX (A/C, No): 217-477-6772														
INSURED HARWELL & COMPANY, LLC 75 MIDTOWN PARK E MOBILE, AL 36606-4141	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: WorkersFirst CompFund</td><td></td></tr><tr><td>INSURER B: Midwest Employers Casualty Company</td><td>23612</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: WorkersFirst CompFund		INSURER B: Midwest Employers Casualty Company	23612	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	EWC005404(WC)	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		N/A		PQAL127200(EL)			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024 PAYGO Resurfacing -Commission District 2- Project No. 2025-3005-02. Location: Mobile, Alabama. City of Mobile is named as Alternate Employer. Waiver of Subrogation in favor of certificate holder applies.
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

CERTIFICATE HOLDER CITY OF MOBILE P. O. BOX 1827 MOBILE, AL 36633	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Linda Hudgins
---	---

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective *4/2/2025 - 1/1/2026*
Insured
HARWELL & COMPANY, LLC
Insurance Company
WorkersFirst Comp Fund

Policy No. *PQAL127200(EL)* Endorsement No.
Premium *0*

Countersigned by *Linda Hudgins*

Endorsement Effective: 01/01/2025
Policy No.: EWC005404
Named Insured: WorkersFirst COMPFund

Alternate Employer Endorsement

In the event of bodily injury to an Employee of your Member while in the course of special or temporary employment with another employer (the "Alternate Employer"), we will, subject to the Retention(s) and Limit(s) of this Policy, indemnify you for workers' compensation benefits you pay to the Employee, his or her dependents, or to the Alternate Employer on behalf of the Employee, but only if all of the following conditions exist:

1. The Employee is injured while working for the Alternate Employer.
2. The Employee normally worked for the Alternate Employer in a State named in Schedule Item 3.
3. Before the date the Employee was injured, your Member signed a written contract with the Alternate Employer which requires your Member to provide workers' compensation coverage for the Employee.

The following conditions also apply:

1. Part Five – Premium, Section D. Payroll, shall include payroll attributable to work performed by your Member's Employees while in the course of special or temporary employment by the Alternate Employer.
2. Part Four – Claims applies to you and the Alternate Employer. It is your obligation to ensure the Alternate Employer's compliance with the duties and obligations set forth in Part Four – Claims.
3. This Policy may be canceled according to its terms without sending notice to the Alternate Employer.
4. This endorsement is not intended to satisfy the Alternate Employer's duty to secure its obligations under the Workers' Compensation Law. We will not file evidence of this insurance on behalf of the Alternate Employer with any government agency.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY



Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

ATTACHMENT “C”
DBE COMPLIANCE FORM



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7367
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	HARWELL + COMPANY, LLC
Address	75 MIDTOWN PARK @, MOBILE, AL 36603
Telephone	251-308-4700
E-Mail	harwellinclean@bellsouth.net ; jada@harwellandcompany.com

251-680-0995

RFP/RFQ Solicitation Number	2025-3005-02
Project Description	2024 PAYGO RESURFACING - COMMISSION DISTRICT 2
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☐
Total # of Employees	31

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JADA WORRING
Signature: Jada Worring
Title: OFFICE MANAGER
Date: 3/19/2025

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jada Worring
Email: jada@harwellandcompany.com
Title: Office Manager
Phone: 251-308-4700



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7867
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

HARWELL & COMPANY, LLC

Please Print Company Your Bid/Proposal Amount \$ 4,285,804.12

Date:

03/19/2025 Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 2, 2025-3005-2

Name of Bidder/Proposer: HARWELL & COMPANY, LLC

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
J. Moore Construction	251-422-6411	ASPHALT/CONCRETE	215,000-	5%	YES	
C & H Const. Services	251-973-9500	traffic control	33,000-	1%	NO	
Benfrore & Hibberts	251-621-9325	Striping	650,000-	15%	NO	
Bagby & Russell	251-344-5987	Electrical	248,000-	6%	NO	
APAC		Asphalt	percentage used	percentage used	NO	
Mobile Asphalt		asphalt	percentage used	percentage used	NO	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: HARWELL & COMPANY, LLC

Contact Person: JADA WORKING Phone 251-308-4700 Email jada@harwellandcompany.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 5% of the value of your bid.

YES ()	NO ()	
		Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-02 Current Date 2 / 25 / 25

Project Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 2

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Reduction of the 15% goal to a 5% goal due to the quantity of subcontractor supplied pay items included in the contract.

John Forrester

Requested By (Department Director)

(Signature)

City Engineer

(Title)

2/25/2025

(Date)

251-208-7243

Telephone Number

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Supplier Diversity Manager

(Title)

3/10/2025

(Date)

Approved By (CAO)

ADDENDUM NO. 0001 03-12-2025

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2025-3005-02
2024 PAYGO RESURFACING - COMMISSION DISTRICT 2

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2025-3005-02
2024 PAYGO RESURFACING - COMMISSION DISTRICT 2
OWNER: CITY OF MOBILE, ALABAMA
CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

By: _____

Notary Public: _____

Title: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

STATE OF ALABAMA

U

BID LIMIT:

UNLIMITED

AMOUNT:

46763

LICENSE NO.:

RENEWAL

TYPE:



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HARWELL & COMPANY LLC

SEMMES, AL 36575

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU: MUNICIPAL AND UTILITY

until August 31, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

9th day of August, 2024

Michael B. Ten

SECRETARY-TREASURER

Charles A. Cole, Jr.

CHAIRMAN

209685

ATTACHMENT “E”

SIGN DETAILS

(City Standard)

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

**None Required (only signed tickets by the certified
testing company assigned to this contract by the City of
Mobile for the asphalt and the concrete)**

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

2025 PAYGO RESURFACING – COUNTY DISTRICT 2
PROJECT NO. 2025-3005-02

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: MARCH 19, 2025

Name of Project: 2024 PAYGO RESURFACING – COMMISSION DISTRICT 2

Project Number: 2025-3005-02

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 171,400.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Bidder HARWELL & COMPANY, LLC Name _____ of _____

Mailing Address 75 MIDTOWN PARK E, MOBILE, AL 36606

*By (Legal Signature) [Signature]

*Name (type or print) DOUG HARWELL (Seal)

*Title CEO

Telephone Number 251-680-0995

Jada A. Worring

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027



STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

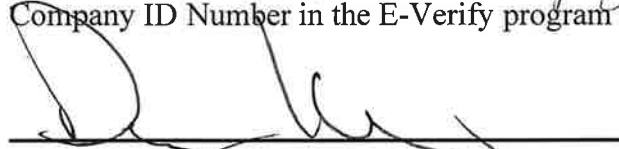
Before me, a Notary public, personally appeared Doug Harwell (affiant) who, being duly sworn says as follows:

President/CEO of Harwell + Company, LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Owner/CEO for Harwell + Company, LLC. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

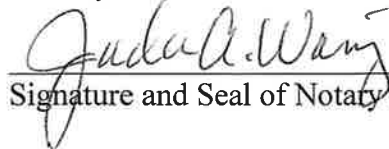
I further attest that said Harwell + Company, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 531791.



CEO of Harwell + Company, LLC

Sworn to and subscribed before me this the 17th day of April, 2025

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027





Company ID Number: 531791



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Harwell and Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 531791

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 531791

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



Company ID Number: 531791

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 531791

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 531791

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 531791

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 531791

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 531791

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 531791

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 531791



B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 531791



E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 531791

Approved by:

Employer Harwell and Company, LLC	
Name (Please Type or Print) Lisa H Owen	Title
Signature Electronically Signed	Date 03/30/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/30/2012



Company ID Number: 531791

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harwell and Company, LLC
Company Facility Address	2390 Raymond Tanner Road Semmes, AL 36575
Company Alternate Address	P O Box 2625 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	271618603
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Company ID Number: 531791



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL

1



Company ID Number: 531791

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Lisa H Owen
Phone Number 2514222723
Fax
Email lhowen49@gmail.com

Name Doug Harwell
Phone Number 2516800995
Fax
Email harwellmrclean@bellsouth.net

Name Lisa H Owen
Phone Number 2514222723
Fax
Email lowen49@gmail.com



Company ID Number: 531791



This list represents the first 20 Program Administrators listed for this company.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. resolution rescinding resolution

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolution 21-596, adopted April 22, 2025, authorizing a contact D'Alo Green be declared null and void and rescinded in its entirety.

Adopted:

City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Midrar Alkhatab to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 29, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Midrar Alkhatab individually or on behalf of Ryde smart, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

MIDRAR ALKHATAB

Business Address

Telephone: _____ Trade Name _____

Business Information

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

Birthdate: _____ SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Number _____ Driver's License #: _____

Residing in Mobile County: Years: 26 Months: 3

U.S. Citizenship: Yes _____ No X

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

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

Business Address: _____

(If different from address provided in Part I)



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

Name Midraralkhah Title Driver Amount of Stock Held (if any) _____

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

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

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

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

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Anytime

How many vehicles (carriages) do you intend to operate? currently just one vehicle.
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Chrysler Year: 2021 Model: Pacifica
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

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



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

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

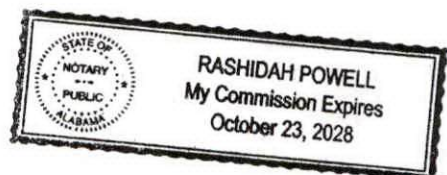
Applicant's Signature

NAME OF ENTITY:

By: Midrar alkhatab
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
3rd DAY OF April, 2025

Notary Public





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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Midray alkhatab

Nickname(s) or Maiden Name: Alex

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5-9"

Weight: 200 pounds

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

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

[Signature]
Signature

04-03-25
Date signed



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

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

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

NAME: Midrar alkhatab

Date of Birth: _____ Security #: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

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

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

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

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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

Signature [Signature]

04-03-25
Date Signed

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

MIDRAR I ALKHATAB
3205 LLOYDS LANE APT G8
MOBILE, AL 36693

Date: 07-27-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

MIDRAR I ALKHATAB

Search Completed Result

07-27-2023 E2023209000000058285

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, reading "Chris Ormerod".

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2023209000000058285

DC000001Z
DO 556-73 REQ
FBI-CJIS-WV
BIOMETRIC TECHNOLOGY CTR
1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306

RESOLUTION

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

Adopted:

City Clerk

2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Provision of a note on the Final PUD site plan stating development of the site will comply with the tree planting and landscape area requirements of Article 3 Section 64-3-7 of the UDC;
5. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
6. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
7. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
8. Provision of the rights-of-way along all streets on the Final PUD site plan;
9. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
3674 & 3680 Dauphin Street
Council District 7
Gina Gregory



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 27, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the request of Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between multiple building sites, for the property located at 3674 and 3680 Dauphin Street.

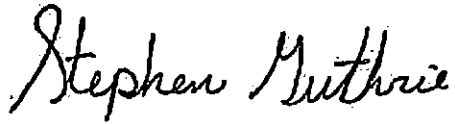
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all recorded easements present on the subject site;
2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Provision of a note on the Final PUD site plan stating development of the site will comply with the tree planting and landscape area requirements of Article 3 Section 64-3-7 of the UDC;
5. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
6. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
7. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
8. Provision of the rights-of-way along all streets on the Final PUD site plan;

9. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 21, 2025

Re: 3674 & 3680 Dauphin Street
MOD-003251-2025
Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
District 7
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple buildings sites.

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

At its meeting on March 20, 2025, the Planning Commission considered the above referenced application.

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

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

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

1. Revision of the Final PUD site plan to reflect any/all recorded easements present on the subject site;
2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;

3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Provision of a note on the Final PUD site plan stating development of the site will comply with the tree planting and landscape area requirements of Article 3 Section 64-3-7 of the UDC;
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6. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
7. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
8. Provision of the rights-of-way along all streets on the Final PUD site plan;
9. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$707.56** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

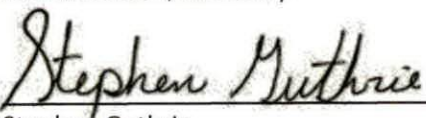
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	CHARLES D. TISHER JR., PE	CHARLES D. TISHER JR., PE
Firm:		CLARK GEER LATHAM & ASSOCIATES
Phone:	251-344-7073	251-344-7073
Email:	CTISHER@CGLENGINEERS.COM	CTISHER@CGLENGINEERS.COM
Address:	3901 SPRINGHILL AVE, MOBILE, AL 36608	3901 SPRINGHILL AVE, MOBILE, AL 36608

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	ABML, LLC	CHARLES D. TISHER JR., PE
Firm:		CLARK GEER LATHAM & ASSOCIATES
Phone:	251-471-1000	251-344-7073
Email:	BENSON@WSINVESTLLC.COM	CTISHER@CGLENGINEERS.COM
Address:	PO BOX 7475, MOBILE, AL 36670	3901 SPRINGHILL AVE, MOBILE, AL 36608

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

3680 DAUPHIN ST., MOBILE, AL 36608

78,533

Property Address

Property Area (acres or square feet)

28062410000002.008

Parcel Number(s) or Key Number(s)

B-2

NA

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date



2-17-25

Applicant or Agent Signature (if applicable)

Date

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

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



2-17-25

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

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

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

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

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

There will be not much change with the redevelopment of the former Atlanta Bread company site. The site plan and building foot print will remain similar to the existing site.

The use will change from a sit down restaurant to a bank which will provide a community service consistent with the intent of the Suburban Center classification.

Mixed Commercial Corridor

Future Land Use Map (FLUM) Designation

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

The proposed site plan and building footprint is similar to the existing site plan and footprint. The proposal will not change the character of the surrounding neighborhood but will provide a service that is consistent with nearby sites to this location.

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

The proposal will not adversely impact the future development or improvement of adjacent property.

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

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

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Revised February 2023

6. Please provide the following information:

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

A proposed single 3 story building for a bank and providing office space. The building will provide a gross total of 16,745 sf across all floors. Renderings of the proposed building have been provided.

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

Minimal to no change to the landscaping of the site. Any changes that do occur will be in compliance with the City of Mobile Landscape Code.

- ☐ Lighting:

Little to no changes will occur. Any changes will be in compliance with the City of Mobile Lighting Code.

- ☐ Hours of operation:

8:00 AM-5:00 PM

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

There will potentially be improvement to Dauphin Street and Dhu Rhu Drive near this area in the future. Any Stormwater and ROW improvements necessary with this redevelopment will be coordinated

with City of Mobile Engineering staff.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
There are no elements to the site that are detrimental to the public health, safety or general welfare.

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

The proposed project will provide a service to the community consistent with nearby properties.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023



CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

City of Mobile

Planning and Zoning Department

PO Box 1827

Mobile, AL 36633

RE: 3680 Dauphin St. Mobile, AL 36608

Parcel Number R022806241000002.008

To Whom it May Concern:

ABML, LLC hereby grants Charles D. Tisher Jr. and Thomas E. Latham of Clark, Geer Latham & Associates the right to act as agents on behalf of ABML, LLC for all matters pertaining to the application to the City of Mobile Planning Commission for PUD modification of the above referenced property.

Sincerely

John White-Spunner



T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 – 2016)
V. R. Geer, Jr., P.E. (1916 – 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

City of Mobile Planning and Zoning
Re: Proposed Redevelopment of 3680 Dauphin St.

The applicant wishes to Modify the PUD at the location of 3680 Dauphin St. to allow redevelopment of the property into a branch for Bryant Bank. There will be some slight changes to the site plan which facilitates the need to modify the PUD. The building footprint will expand some and a drive through will be added. The site was previously used by Atlanta Bread Company. That building has since been demolished. The redevelopment of this lot into a new bank fits with the character of the area and does not negatively affect the adjacent properties.

Regards

Charles D. Tisher Jr., PE

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 – 2016)
V. R. Geer, Jr., P.E. (1916 – 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

Legal Description

LOT 1-A-1 THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-A-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'20"E A DISTANCE OF 364.10 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 960.16 FEET, ARC LENGTH OF 84.04 FEET AND CHORD BEARING S63°41'07"W A DISTANCE OF 84.01 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N27°20'20"W A DISTANCE OF 358.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N59°50'54"E A DISTANCE OF 84.10 FEET TO A 5/8" CAPPED IRON ROD SET AND THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 0.696 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD. LOT 1-B-1 THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-B-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU

NOTES: MEASURED BEARINGS BASED ON GRID NORTH, ALABAMA STATE PLANS AS DERIVED FROM GPS OBSERVATIONS USING THE OPUS UTILITY (2010)

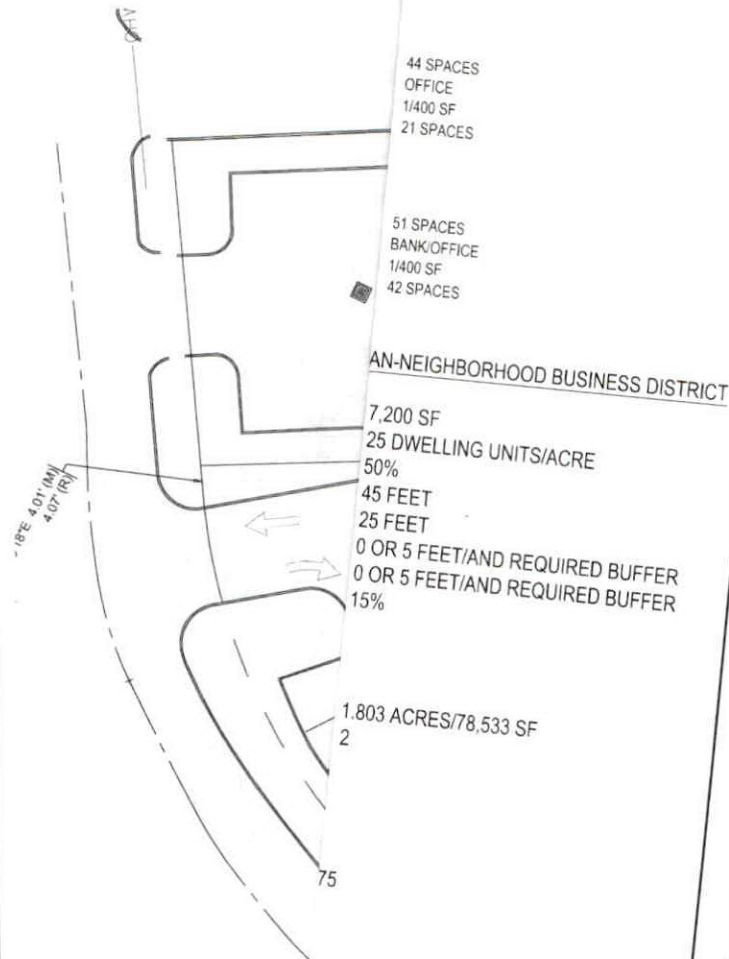
COORDINATES SHOWN ARE GROUND, EXPRESSED IN US SURVEY FEET. GRID COORDINATE VALUES OF (N:250559.4910 E:1770292.2150) FOR IRON ROD SET. VALUES FOR CONTROL POINT 1 ARE ALABAMA STATE DETERMINED BY GPS OBSERVATIONS USING THE OPUS UTILITY (2010) (0.99998117), CONVERGENCE ANGLE: (-0°19'18.56")

REFERENCES:

1. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 1 IN PLS. DATED 2/12/1999; RECORDED IN MAP BOOK 81, PAGE 83
2. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 2-4 PLS. COMPLETED IN 1984, RECORDED IN MAP BOOK 70, PAGE 85



VICINITY MAP
NOT TO SCALE



CLARK | GEER | LATHAM
AND ASSOCIATES, INC.
3600 DAUPHIN ST.
MOBILE, AL 36688-1000



A NEW BANK FOR BRYANT BANK
FOR BRYANT BANK
3600 DAUPHIN ST.
MOBILE, AL

REV.	DATE	BY	DESCRIPTION

PROJECT NUMBER	2035
DRAWN BY	CDT
CHECKED BY	TEL
ISSUE DATE	2-14-25

SHEET TITLE
SITE PLAN
SHEET NUMBER
C-1.0

FILED PRINTED BY: CHARLES TIBBER, 2/20/2025 11:22:14 AM, PROJECT: Bryant Bank 3602 Dauphin St, 36688 Production Sheet C-1.0 Site Plan.dwg

**Application Submission
Contact Information**

Name of Project Redevelopment of 3680 Dauphin St. for Bryant Bank

Address 3680 DAUPHIN STREET, MOBILE, AL 36608

Owner AMBL LLC

Address P.O. Box 7475, Mobile, AL Zip Code 36670

Phone 251.471.1000 Fax _____ Email BENSON@WSINVESTLLC.COM

Authorized Agent CGL-Charles D. Tisher Jr., PE

Address 3901 Springhill Ave Zip Code 36608

Phone 251-344-7073 Fax _____ Email ctisher@cglengineers.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer CGL-Charles D. Tisher Jr., PE

Address 3901 Springhill Ave Zip Code 36608

Phone 251-344-7073 Fax _____ Email ctisher@cglengineers.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____



ABML, LLC	
Entity ID Number	000-302-973
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/12/2010
Registered Agent Name	WHITE-SPUNNER, B
Registered Office Street Address	3201 DAUPHIN ST MOBILE, AL 36606
Registered Office Mailing Address	Not Provided
Nature of Business	REAL/PERSONAL PROPERTY
Members	
Member Name	B CO LLC
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	WHITE-SPUNNER, B
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	JAY-E LLC
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	WHITE-SPUNNER, JOHN
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	OUTLAW, DOROTHY
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	OUTLAW, A ROBERT JR
Member Street Address	Not Provided
Member Mailing Address	Not Provided

ABML, LLC							
Annual Reports							
Report Year	2011	2012	2013	2014	2015	2016	2017
	2018	2019	2020	2021	2022	2023	
Scanned Documents							
Purchase Document Copies							
Document Date / Type / Pages	10/12/2010		Certificate of Formation			5 pgs.	

[Browse Results](#)

[New Search](#)



Agenda Item # 9 MOD-003251-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

3674 & 3680 Dauphin Street

Applicant / Agent:

Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates

Property Owner:

ABML, LLC

Current Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Immediate

Proposal:

- Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple buildings sites.

Considerations:

1. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents:**Page**

Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER	9	DATE	March 20, 2025
APPLICANT	Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates		
REQUEST	PUD Modification		



SITE HISTORY

The site is part of Lot 2 of the original 30-lot, College Park Northwestern Quadrangle Unit Two Subdivision, the plat for which was recorded in Mobile County Probate Court in 1970.

In April 1986 the Planning Commission approved a Planned Unit Development (PUD) for Lot 2 of the aforementioned subdivision to allow three (3) office buildings with retail facilities on a single building site, with shared access and parking. The Commission also recommended approval of rezoning the site from B-1, Buffer Business District, to B-2, Neighborhood Business District, the ordinance for which was adopted by City Council at its May 27, 1986 meeting.

Subdivision of the aforementioned Lot 2 into three (3) lots (Lots 2-A, 2-B, and 2-C) was approved by the Commission in March 1995, and subsequently recorded in Probate Court. A plat recorded in Probate Court in June 1996 illustrates the subdivision of "Lot 2-A" into two (2) lots, labeled "Lots 1 and 2".

In October 1998 the Planning Commission approved a request to subdivide Lot 1 (of the previous Lot 2-A) into two (2) lots, labeled "Lots 1-A and 1-B".

Amendments to the PUD approved in 1986 were administratively reviewed and approved by Planning staff in 1996, 1999, and 2007 to accommodate, in general, new construction and changes to parking and shared access. The PUD approvals from 1999 and 2007 overlay Lots 1-A and 1-B of the site's 1998 subdivision.

At its meeting on January 18, 2024 the Planning Commission approved a request to resubdivide the aforementioned Lots 1-A and 1-B (1998) into two new legal lots 1-A-1 and 1-B-1 in order to shift a shared internal lot line. Concurrently, the Planning Commission approved a Major Modification to the existing PUD to reflect the changes proposed by the subdivision request.

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

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

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

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

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

The most recently approved Subdivision and Modification (PUD) in 2024 adjusted an internal shared lot line and permitted shared access and parking across multiple building sites. This Modification application proposes to reconfigure the existing parking layout and redevelop Lot 1-B-1 for a bank building. A detailed description of the request is available via the link on page 1 of this report.

The 2024 recorded plat includes several easements on the subject site that are not illustrated on the proposed site plan. If approved, the PUD site plan should be revised to reflect all recorded easements, with a note stating that no structures may be placed within any easements without the easement holder's permission.

While parking is shown on the site plan, no information has been provided to verify that the entire PUD site meets parking requirements. As such, if approved, the site plan should be revised to include a table detailing the off-street parking requirements per Table 64-3-12.1 of Article 3 of the UDC for each use within the PUD, along with the number of spaces provided.

Additionally, the site plan does not illustrate the required minimum building setback along any frontage. If approved, the Final PUD site plan should be revised to show a 25-foot minimum building setback along all frontages, in compliance with Article 2 Section 64-2-13.E. of the UDC for lots in a B-2, Neighborhood Business Suburban District.

The proposed site plan also omits the lot sizes and the square footage of existing commercial structures, as required by Article 10 Section 64-10-3.E.3(c) of the UDC. As such, if approved, the Final PUD site plan should be revised to include the size of all existing commercial structures in square feet, as well as the lot sizes in both square feet and acres. Alternatively, a table providing this information will suffice.

Furthermore, if approved, the site plan should be revised to illustrate the right-of-way widths for all abutting streets on the Final PUD site plan.

The proposed redevelopment of Lot 1-B-1 must fully comply with the tree planting and landscaping standards outlined in Article 3 Section 64-3-7 of the UDC. This may require further revisions to ensure compliance with minimum landscaping and tree planting requirements. If approved, the site plan should be revised to incorporate these standards, adjusting the parking layout as necessary. The revised plan must be submitted to Staff for review prior to recording the Final PUD site plan in Mobile County Probate Court.

It should be noted that future development or redevelopment of the proposed lots may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.2(b)(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

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

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

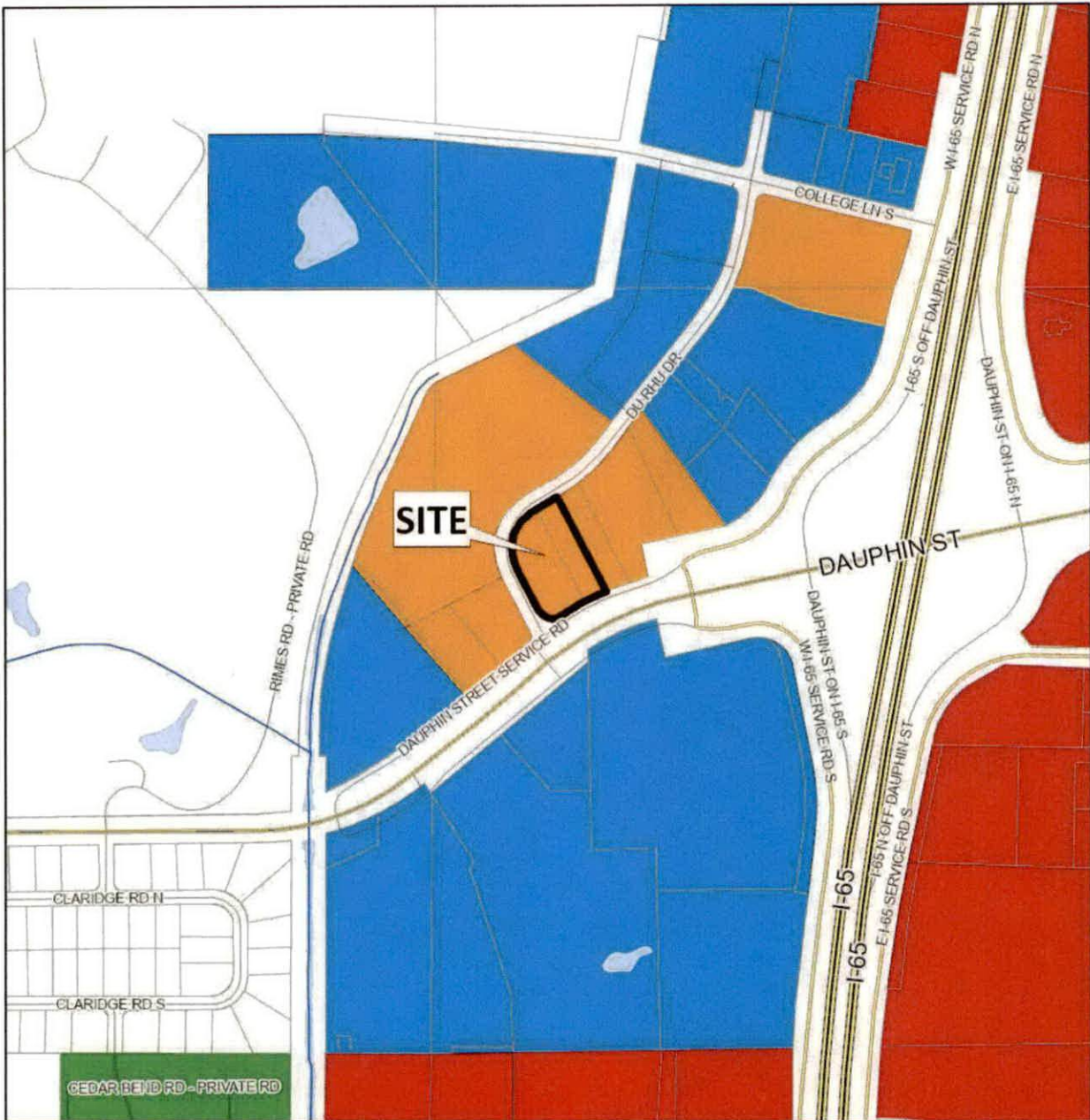
If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following Findings of Fact must apply:

- a. Is consistent with all applicable requirements of this Chapter;
- b. Is compatible with the character of the surrounding neighborhood;
- c. Will not impede the orderly development and improvement of surrounding property;
- d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 2. Includes adequate public facilities and utilities;
- e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

1. Revision of the Final PUD site plan to reflect any/all recorded easements present on the subject site;
2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
5. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
7. Provision of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

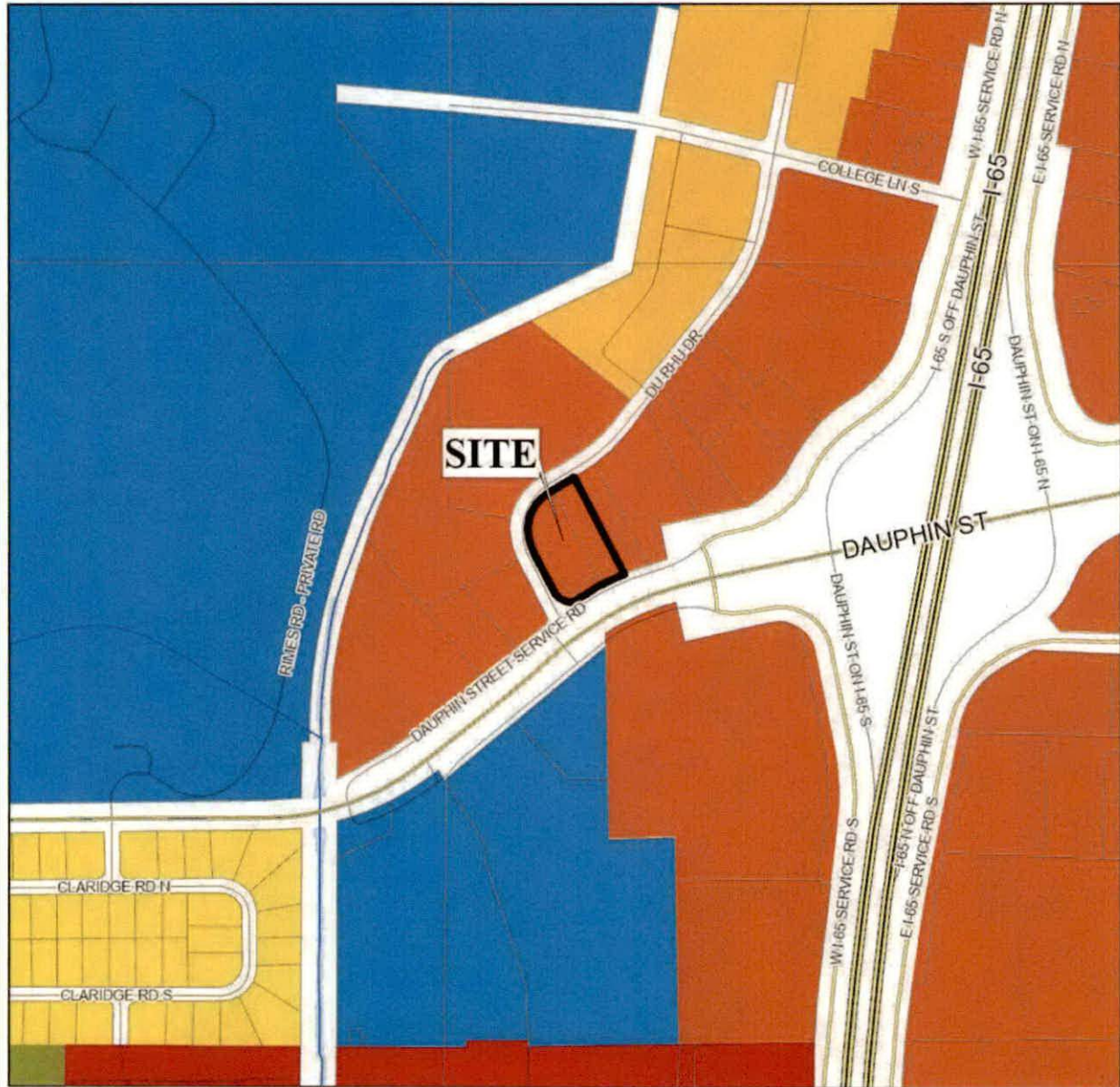
LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE March 20, 2025
 APPLICANT Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
 REQUEST PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE March 20, 2025

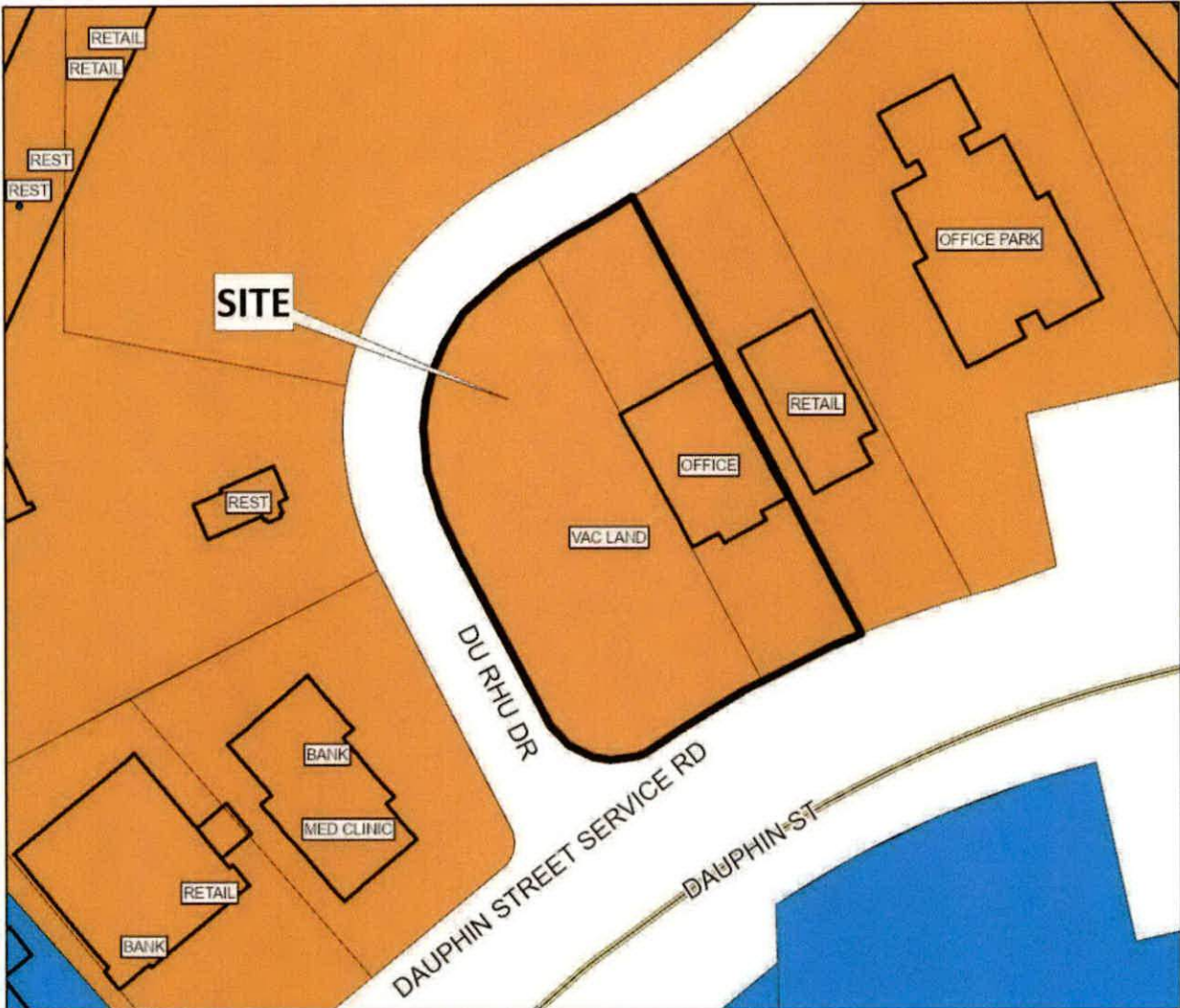
APPLICANT Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates

REQUEST PUD Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 9 DATE March 20, 2025
 APPLICANT Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
 REQUEST PUD Modification

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



PROPOSED SITE PLAN

The site plan illustrates the proposed building, parking, and drive thru. The plan shows a rectangular building labeled "PROPOSED BANK BUILDING" with a drive-thru lane. The building is situated within a larger rectangular area defined by a thick black line. The area is bounded by "DU RHU DR 60' R/W" on the top and left, "W SERVICE RD" on the bottom, and "DAUPHIN ST 100' R/W" on the right. The plan includes various dimensions for the building, parking spaces, and drive-thru lanes. A north arrow is located in the bottom right corner, pointing upwards. The text "NTS" (Not To Scale) is also present in the bottom right corner.

The site plan illustrates the proposed building, parking, and drive thru.

APPLICATION NUMBER	9	DATE	March 20, 2025
APPLICANT	Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates		
REQUEST	PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX																
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (M/XDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDW/RU)	
RESIDENTIAL - AG	R-A												□			
ONE-FAMILY RESIDENCE	R-1	■				■		■					□			
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○		
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○		
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○		
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□			
HISTORIC BUSINESS	H-B			■		■		■					□			
VILLAGE CENTER	TCD					■	■						□			
NEIGH. CENTER	TCD					■	■						□			
NEIGH. GENERAL	TCD					■							□			
DOWNTOWN DEV. DDD	T-6			■									□			
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□			
DOWNTOWN DEV. DDD	T-5.2			■		■							□			
DOWNTOWN DEV. DDD	T-4			■		■		□					□			
DOWNTOWN DEV. DDD	T-3			■		■							□			
DOWNTOWN DEV. DDD	SD-WH									○	○		□			
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□			
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○		
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○		
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○		
COMMUNITY BUSINESS	B-3				■				■			○	□	○		
GEN. BUSINESS	B-4			■					■			○	□	○		
OFFICE-DISTRIBUTION	B-5								■	■			□	□		
LIGHT INDUSTRY	I-1									■			□	□	□	
HEAVY INDUSTRY	I-2										■		□			

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

AMBL LLC
PO BOX 7475
MOBILE, AL 36670

BRYANT BANK
MICHAEL HOLLAND
6151 AIRPORT BLVD
MOBILE, AL 36608

SPRINGHILL COLLEGE C/O LEGACY
VILLAGE, LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

3700 DAUPHIN LLC, AN ALABAMA
LLC
61 JORDAN LANE
MOBILE, AL 36608

SPRINGHILL REALTY ASSOC., AN
ALABAMA GENERAL PARTNERSHIP
3701 DAUPHIN STREET
MOBILE, AL 36608

LEGACY VILLAGE SHOPPING
CENTER LLC, C/O MORRISON
INVESTMENT GROUP LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

DAUPHIN WAY BAPTIST CHURCH
3661 DAUPHIN STREET
MOBILE, AL 36604

DAUPHIN 65 LLC
118 N ROYAL ST, STE 700,
MOBILE, AL 36602

ZUNDEL PROPERTIES L L C
3670 DAUPHIN ST
MOBILE, AL 36606

DAUPHIN SPRINGHILL CENTER
3279 AIRPORT BLVD
MOBILE, AL 36606

SMARTBANK
5401 KINGSTON PIKE, STE 600
KNOXVILLE, TN 37919

MILLER DAN A
213 LANIER AVE
MOBILE, AL 36607

**CLARK GEER LATHAM &
ASSOCIATES**
3901 SPRINGHILL AVE
MOBILE, AL 36608

RESOLUTION

Sponsored by: *Councilmember Cory Penn, District 1*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$390.00** be transferred from the District 1 General Fund, Discretionary Account DSC-01, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation – Dotch Community Center to assist with the PlayFor2 Basketball Tournament.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License

Submitted by: La Delicia, LLC

Location: La Delicia Mexican Brunch and Cantina
615 Dauphin Street
Mobile, AL 36602

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/21/2025	NEW APPLICATION	2025 - 5724	131500	2	May 6, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

LA DELICIA LLC

Trade Name (DBA)

LA DELICIA MEXICAN BRUNCH AND CANTINA

Location Address

615 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/21/2025	NEW APPLICATION	2025 - 5724	131500	2	May 6, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

LA DELICIA LLC

Trade Name (DBA)

LA DELICIA MEXICAN BRUNCH AND CANTINA

Location Address

615 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: April 24, 2025

Re: Application # 5724 / 615 Dauphin St.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.1. This is to advise that a restaurant with retail liquor sales and an occupant load less than 100 persons is a permitted use in this zoning district.

The site received Planning Approval for an occupancy load of 138 persons at the March 9, 2017, Planning Commission meeting (Case # ZON2017-00273).

The site is located within the Downtown Development District, which exempts T-5.1 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5724 DATE 5/6/2025

APPLICANT LA DELICIA LLC

LOCATION 615 DAUPHIN ST

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

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

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/21/2025	NEW APPLICATION	2025 - 5724	131500	2	May 6, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

LA DELICIA LLC

Trade Name (DBA)

LA DELICIA MEXICAN BRUNCH AND CANTINA

Location Address

615 DAUPHIN STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
BRYAN FERNANDEZ-ESCALER	MEMBER	NO	(251) 333-1111	BRYANFERNANDEZ00@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 05/15/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 04/21/2025	Application Type NEW APPLICATION	Application Number 2025 - 5724	License Account # 131500	Council District 2	Council Agenda Date May 6, 2025
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name LA DELICIA LLC			Trade Name (DBA) LA DELICIA MEXICAN BRUNCH AND CANTINA		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 11/26/2024	SOS Entity ID 001-164-454	State AL	County MOBILE
Federal Tax ID (FEIN) 33-2144624	Alabama State Sales Tax ID R012329234	Business Phone Number			
Physical Address (Street Address, Suite #) 615 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box) 615 DAUPHIN STREET		City MOBILE	State AL	Zip Code 36602	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name BRYAN FERNANDEZ-ESCALERA	Title MEMBER	POA NO	Phone	Email BRYANFERNANDEZ00@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name H WENDELL QUIMBY			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) PO BOX 6673			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 4,000	Bldg Seating Capacity 100	Restroom Facilities YES	Patio Area YES	Structure Type MULTI STORY	License Covers BOTTOM FLOOR
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials *BF*

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) FERNANDEZ-ESCALERA, BRYAN				Title MEMBER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation	Arresting Agency		Arrest Date		Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
NO	If Yes, Legal Business Name	Business DBA		Physical Location Address (Street, City, Zip Code)			
Full Name (Last, First, Middle) FERNANDEZ, JUAN CARLOS				Title MEMBER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
NO	If Yes, Law Violation	Arresting Agency		Arrest Date		Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
NO	If Yes, Legal Business Name	Business DBA		Physical Location Address (Street, City, Zip Code)			
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) N/A		Title		Date of Birth		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code	Phone Number	
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES							

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information		Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle) FERNANDEZ-ESCALERA, FREDY		Title MEMBER	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)		City	State Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?			
NO	If Yes, Law Violation	Arresting Agency	Arrest Date Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?			
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
Full Name (Last, First, Middle) FERNANDEZ, LUIS ANGEL		Title MEMBER	Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)		City	State Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?			
NO	If Yes, Law Violation	Arresting Agency	Arrest Date Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?			
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
Additional State of Alabama ABC License(s) not yet listed on Application			
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

BF

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

BF

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

BF

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

BF

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

BF

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

BF

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

BF

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

Bryan Fernandez

4/21/25

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

4/21/25

Sworn to and subscribed before me this 21st day of April 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

April 21, 2025



LA DELICIA MEXICAN BRUNCH AND CANTINA
615 DAUPHIN STREET
MOBILE, AL 36602 USA
ACCOUNT NUMBER: 131500 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2031319	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

04/21/2025 08:45AM KAREN T.
046008-0009

BUSINESS LICENSE

LA DELICIA LLC
131500

2025 Item: 2031319

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

Visa *****5669

Ref=11eba769-74e9-41a3-9933-b1db95651768

Auth=021636

Change due \$0.00

Paid by: FERNANDEZ/BRYAN



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertizing requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

LA DELICIA LLC

dba

LA DELICIA MEXICAN BRUNCH AND CANTINA

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

615 DAUPHIN STREET

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

May 6, 2025

for application number **2025 - 5724**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature

Notice of Public Hearing

R Shawn Skinner

Revenue Department Representative



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

LA DELICIA LLC

Trade Name (DBA)

LA DELICIA MEXICAN BRUNCH AND CANTINA

Location Address

615 DAUPHIN STREET

Zip Code

36602

Application Number

2025 - 5724

Notice Post Date @ Location

04/21/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

May 6, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250417151804139

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 **County:** \$300.00

Type License:

State: **County:**

Trade Name: LA DELICIA MEXICAN BRUNCH AND CANTINA

Filing Fee: \$50.00

Applicant: LA DELICIA LLC

Transfer Fee:

Location Address: 615 DAUPHIN ST MOBILE, AL 36602

Mailing Address: 615 DAUPHIN ST MOBILE, AL 36602

County: MOBILE **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-164-454

Do you sell Draft Beer?:

Date Incorporated: 11/26/2024 **State incorporated:** AL

County Incorporated: MOBILE

Date of Authority: 11/26/2024

Federal Tax ID: 33-2144624

Alabama State Sales Tax ID: R012329234

Name:	Title:	Date and Place of Birth:	Residence Address:
LUIS MIGUEL FERNANDEZ	MEMBER		
FREDY FERNANDEZ ESCATERA	MEMBER		
BRYAN FERNANDEZ ESCALERA	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LUIS FERNANDEZ

Business Phone: 256-343-8095

Fax:

Home Phone: 256-343-8095

Cell Phone: 256-343-8095

E-mail: LUIS-FERNANDEZ9@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250417151804139

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **H WENDELL QUIMBY 251-209-2274**
What is lessors primary business? **REAL ESTATE**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **4000** Display Square Footage:
Building seating capacity: **100** Does Licensed premises include a patio area? **YES**
License Structure: **MULTI STORY** License covers: **BOTTOM FLOOR**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250417151804139

Initial each

☐ L.F.
☐ L.F.

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ L.F.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒ XX

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ L.F.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ L.F.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☐ L.F.

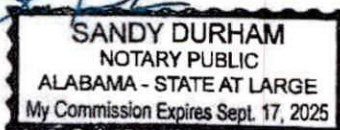
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **LUIS MIGUEL FERNANDEZ**

Signature of Applicant: 

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



Alabama Alcoholic Beverage Control Board
Licensing Division

Memorandum of Understanding for Restaurant Retail Liquor License

Restaurant Retail Liquor Licenses shall be issued only to reputable persons for locations which are "**habitually and principally**" used for the purpose of preparing and serving meals for the public to consume on the licensed premises during normal and reasonable dining hours. Only those locations whose customary and primary business is preparing and serving meals to the public will be issued a Restaurant Retail Liquor License.

Restaurant Retail Liquor Licenses applicants shall comply with all pertinent and related requirements of State, County, and where applicable, Municipal health departments prior to licensing and shall remain in compliance thereafter for as long as said license shall remain valid.

All Restaurant Retail Liquor Licensees shall have a fully equipped and operational kitchen on the licensed premises. The Licensee shall maintain and operate said kitchen and shall, upon order of a customer, prepare and serve all food items shown on its menu during normal and reasonable dining hours. Exceptions shall be made where there is a known and provable shortage or temporary unavailable supply of a food item.

Any applicant or Licensee shall, upon request, provide to the ABC Board, any records, books, ledgers, menus, receipts, or other documentation necessary to demonstrate compliance with this regulation.

In addition to the above Rule and Regulation, Title 28-3-1(23) defines a meal as a "diversified selection of food some of which is not susceptible of being consumed in the absence of at least some articles of tableware and which cannot be conveniently consumed while one is standing or walking about".

Additionally, Title 28-3A-13 states that a Restaurant Retail License is "for on premise consumption" and does not allow sales for off-premises consumption with the exception of re-corked wine conforming to 28-3A-20.1.

By signing this memorandum of understanding, the Licensee agrees and understands the requirements of obtaining and maintaining a Restaurant Retail Liquor License. Any deviation from these requirements will prohibit the ABC Board from issuing this type of License. Furthermore, failing to follow these requirements after obtaining a Restaurant Retail Liquor License could result in the protest of the renewal of this type license.

Signature

Date

4-16-25

Print Name

Luis Miguel Fernandez

Position Held

MEMBER

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:8002511907

NAME:FERNANDEZ-ESCALERA,FREDY

SOC: -----

ABI RESULT:NON-IDENT

SID

**CERTIFIED COPY
OF
ALEA DOCUMENT**



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

February 20th, 2025

Dear Mr. Fernandez-Escalera,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX
TCN:8012507611
NAME:FERNANDEZ,JUAN C
SOC.
ABI RESULT:IDENT
SIC

02-20-2025 13:26 ALLEA0049

*ATN/TCN8012507611

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02875474

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 02-20-2025

*NAME STATE ID NO. FBI ID NO.

*FERNANDEZ,JUAN CARLOS

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M U 509 155 BRO BLK MX

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* FERNANDEZ,JUAN C

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID AL02875474

SEQ # 876 MRI # 98746362

**CERTIFIED COPY
OF
ALEA DOCUMENT**



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIFLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

February 20th, 2025

Dear Mr. Fernandez,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

BRYAN FERNANDEZ-ESCALERA
1905 DUNCAN COMMUNITY RD.
CHIPLEY, FL 32428

Date: 03-31-2025

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

BRYAN FERNANDEZ-ESCALERA

Search Completed Result

03-31-2025

E2025090000000273323

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the Web site at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

February 20, 2025

Dear Mr. Fernandez,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXX

TCN

NAME:FERNANDEZ,LUIS MIGUEL

SOC

ABI RESULT:NON-IDENT

SID

**CERTIFIED COPY
OF
ALEA DOCUMENT**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

La Delicia, LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Luis M Fernandez

Street (no PO Boxes) address of registered office (must be located in Alabama):

615 Dauphin St Mobile, AL 36602

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-164-454 DLL
Date 11/26/2024
Time 15:34:00
File \$100.00
County \$100.00
Total \$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 12 / 27 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 12 : 00 ☒ AM or ☐ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

11 / 26 / 2024
Date (MM/DD/YYYY)

Luis Miguel Fernandez

Signature as required by 10A-5A-2.04

Owner

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

La Delicia, LLC

This name reservation is for the exclusive use of Luis Miguel Fernandez, 409
Junaluska Ave, Dothan, AL 36303 for a period of one year beginning November
26, 2024 and expiring November 26, 2025



RES189167

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

November 26, 2024

Date

Wes Allen

Secretary of State

Date of this notice: 11-26-2024

Employer Identification Number:
33-2144624

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

LA DELICIA LLC
LA DELICIA MEXICAN BRUNCH & CANTINA
% LUIS MIGUEL FERNANDEZ MBR

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-2144624. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2025
Form 940	01/31/2026
Form 1065	03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

LA DELICIA LLC
DBA LA DELICIA MEXICAN BRUNCH & CANTINA
615 DAUPHIN ST
MOBILE, AL 36602-1707

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012329234	04/27/2025	12/31/2025

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue (251.574.8535) or this should be included on your deed and/or lease paperwork

Restaurant building located at 615 Dauphin St Mobile, AL 36602

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Horace Wendell Quimby

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

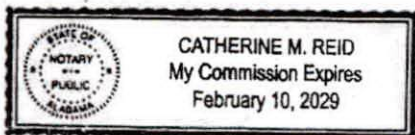
I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 2nd day of April 20 15

Notary Printed Name <u>Catherine M. Reid</u>	Notary Signature <u>Catherine M. Reid</u>	My (Notary) Commission Expires <u>2-10-29</u>
---	--	--

Notary Stamp



Owner of Property (Print Name)

HORACE W. QUIMBY

Owner of Property (Signature)

P.O. Box 6673

Street Address

MOBILE AL 36660

City, State, Zip

4-2-25

Date Agreement Signed

4-2-25

Applicant Name (Print Name)

Bryan Fernandez

Applicant Name (Signature)

Bryan Fernandez

Street Address

City, State, Zip

Date Agreement Signed

4-2-25

| Application Property Ownership

My Place

City of Mobile ...

GIS Data

Information for Address: 615 Dauphin St

[Search for New Add...](#)

Parcel Owner / Mailing Address:

Quimby H Wendell

Po Box 6673

Mobile, Al 36660

Parcel Information:

Parcel: R022906400010123.000 / 757979

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

(Lower Dauphin Street)

PLS Section:

4S1W23

Census Tract:

000200

Zipcode:

36602

--- Public Services ---

Garbage Pickup:

(Commercial Mon, Thu, Sat Residential - Tue / Loop)

Trash Pickup:

(Monday North / 1-TD-10)

Fire District:

(Fire Central Station 3)

Police Precinct/Beat:

(Precinct 5 Beat 50)

--- Political ---

City Council District:

District: (2)

William Carroll - (251) 208-7441

County Commissioner District:

District: (1)

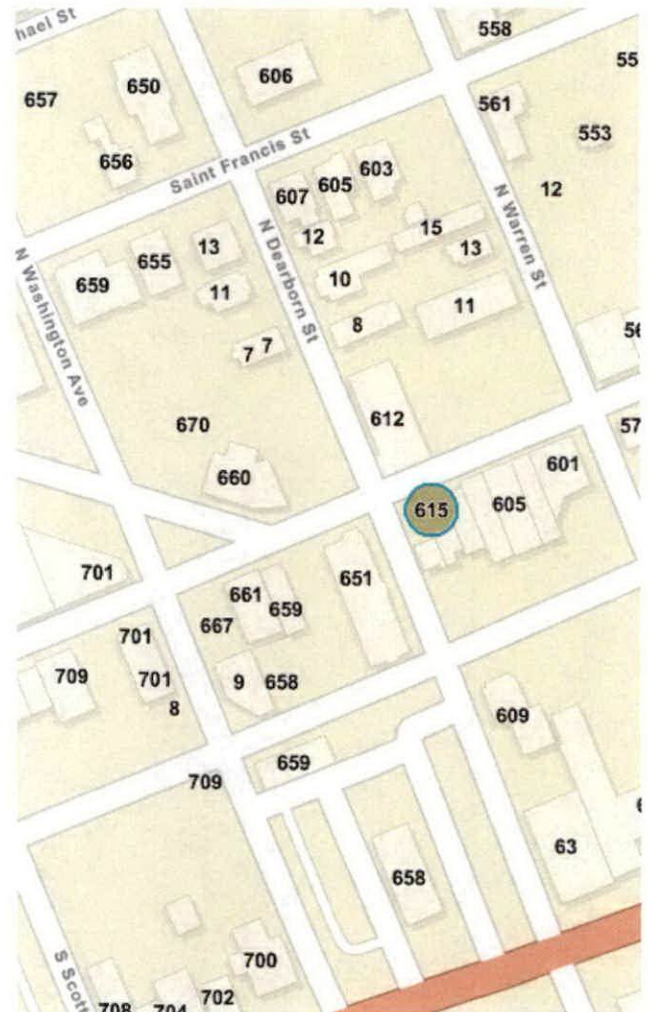
State House District:

District: (97)

State Senate District:

District: (33)

--- Additional Links ---



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
 Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

 Copyright: City of Mobile
 2024

Mobile County Property Search

Key Number: 757979 For Year 2024

Property Details

Account		
Key Number:	757979	
Legal Description:	BEG NE COR CONTI & DEARBORN STS TH ELY 217.2 FT(D) 209 FT(S) TH NLV 155.85 FT(D) 150 FT(S) TH WLY 217.1 FT (D) 209 FT(S) TH SLY 154 FT TO POB BEING GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 010	
Parcel Number:	2906400010123XXX	
Type:	Real	
Property Class:	3	
Location		
Address:	605 DAUPHIN ST MOBILE, AL 36602	
Owner		
Name:	QUIMBY H WENDELL	
Mailing Address:	PO BOX 6673 MOBILE , AL 36660-0673	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Value:		\$1,254,000
Land Value:		\$412,700
Appraised Value:		\$1,666,700
Taxable Value:		\$1,666,700
Assessed Value:		\$166,700

LEASE AGREEMENT

STATE OF ALABAMA
COUNTY OF MOBILE

This agreement entered into this 26th day of November, 2024 by and between H. WENDELL QUIMBY, (hereinafter referred to as LANDLORD), and La Delicia, LLC an Alabama Limited Liability Company. (hereinafter referred to as TENANT), concerning the following described property in Mobile County, Alabama, to-wit:
615 Dauphin St. Mobile, AL 36602
consisting of approximately 4,000
square feet (the "LEASED PREMISES")
See EXHIBIT A

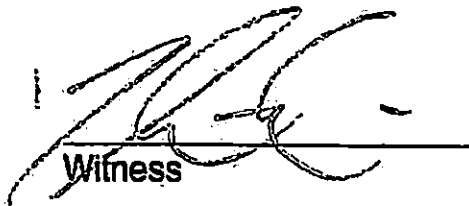
LANDLORD does hereby demise, lease and let unto TENANT, its successors and assigns, the above described real property together with the improvements thereon, on the following terms and conditions:

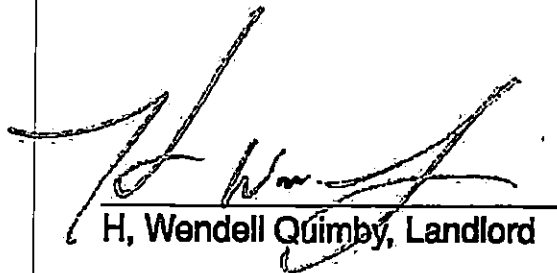
1. USE

The LEASED PREMISES shall be used and occupied by TENANT as a restaurant and bar principally for the sale of food and beverages and other items generally sold by a restaurant and bar, catering of special events, (i.e. wedding receptions, etc). on or of the premises and for such other purposes as may be, from time to time, customarily conducted by TENANT in its business (including without limitation the sale of clothing and or other promotional merchandising). Additionally, TENANT shall be permitted to offer its customers live music within the demised premises provided, however, that TENANT comply with all local noise ordinances.

2. TERM

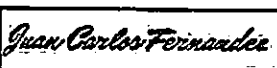
The initial term of this lease shall be THIRTY-SIX (36) months (3 years) commencing at 12:01 a.m. on the 1st day of December, 2024, and shall end at midnight of the 30th day November, 2027, unless renewed or extended as hereinafter provided. LANDLORD covenants to keep TENANT in quiet and peaceable possession of the LEASED


Witness


H, Wendell Quimby, Landlord

Witness

BY:  dotloop verified
12/02/24 2:32 PM CST
LWQ5-6CF0-31DG-6A2
by: Luis Miguel Fernandez
Its La Delicia, LLC Managing Member

BY:  dotloop verified
12/02/24 1:29 PM CST
D723-AD1E-0186-0A1K
by: Juan Carlos Fernandez

BY:  dotloop verified
12/02/24 1:14 PM CST
7F0W-0B05-0F0A-001M
by: Fredy Fernandez

BY:  dotloop verified
12/02/24 1:20 PM CST
N6F0A1-22A2-U-0000T
by: Bryan Fernandez

PERSONAL GUARANTY

FOR VALUE RECEIVED, I guarantee payment of the Lease for a period of three years (3) from its date of inception, accepting all its provisions. The Landlord shall not be required to look to the Tenant for the payment of this Lease, but may proceed against me immediately upon a default in payment or otherwise

Luis Miguel Fernandez

document verified
12/02/24 2:32 PM CST
DCPW-370-SHIA-2UNR

Guarantor; Luis Miguel Fernandez

Juan Carlos Fernandez

document verified
12/02/24 1:25 PM CST
ZNA-P-47-FCJCE-CBY4

Guarantor; Juan Carlos Fernandez

Fredy Fernandez

document verified
12/02/24 1:14 PM CST
QNTV-40CF-1207-SJZE

Guarantor: Fredy Fernandez

Bryan Fernandez

document verified
12/02/24 1:20 PM CST
GSLX-JCTV-1000-07PY

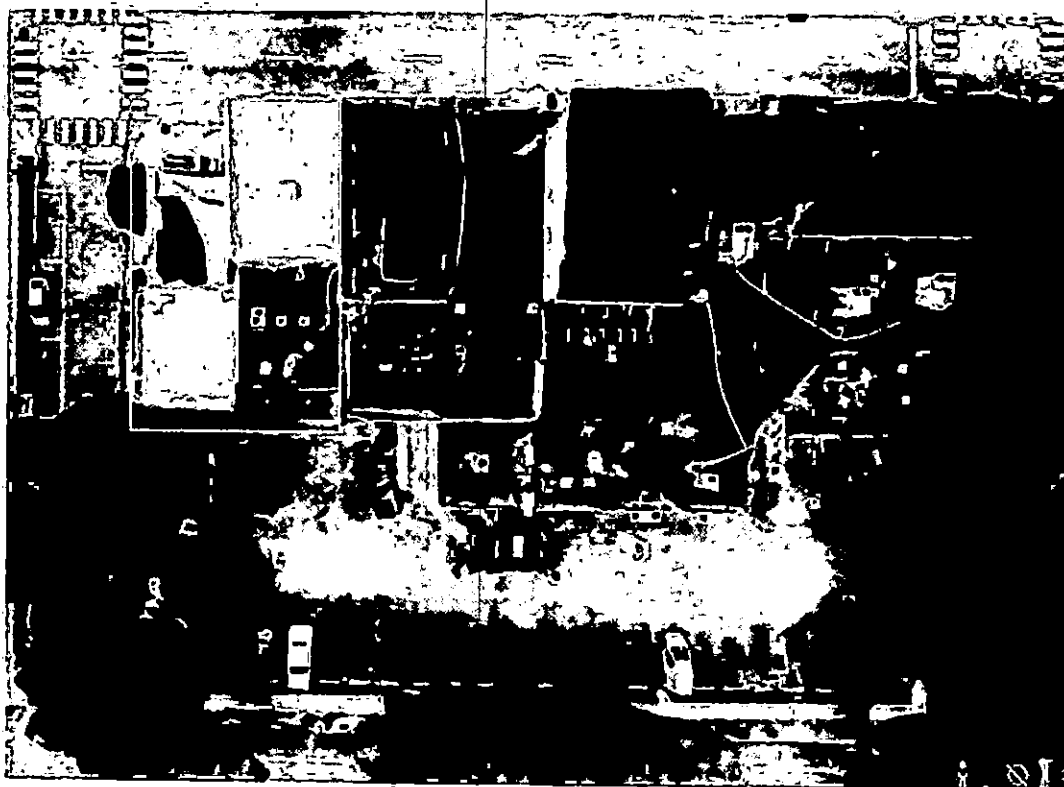
Guarantor: Bryan Fernandez

EXHIBIT A

See LEASED PREMISES inside red perimeter

*Lease for 615 Dauphin St. Mobile, AL 36602

13 of 14



615 Dauphin St. Mobile, AL 36602
Approximately 4,000 square feet



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

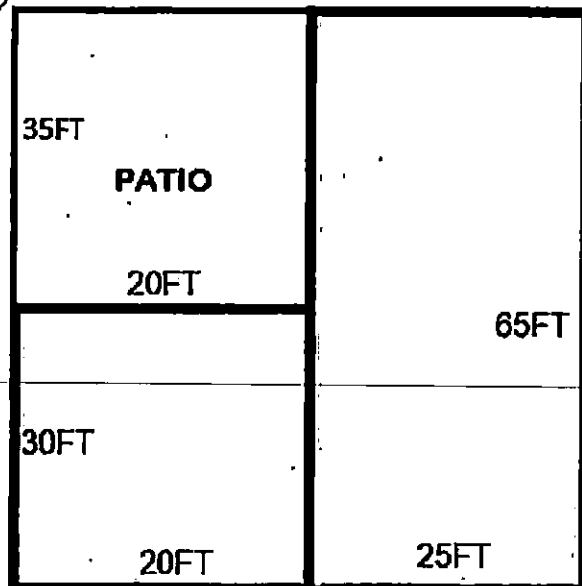
PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name LA DELICIA LLC				Trade Name (DBA) LA DELICIA MEXICAN BRUNCH + CANTINA			
Company Physical Address (Street Address, Suite #) 6015 DAUPHIN ST				City MOBILE	State AL	Zip Code 36602	
Business Contact Person Information Name Bryan FERNANDEZ		Title OWNER	Phone	Email LUIS.FERNANDEZ9@HOTMAIL.COM			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 4,000	Parking Provided N/A	Parking Required N/A	Compliance ☒	Zoning T-5.1	Approved ☒		
Comments							
Print Name CALDWELL C. WHISTON		Signature <i>Caldwell C. Whiston</i>			Date 4-21-2025		

DAUPHIN ST

S DEARBORN ST

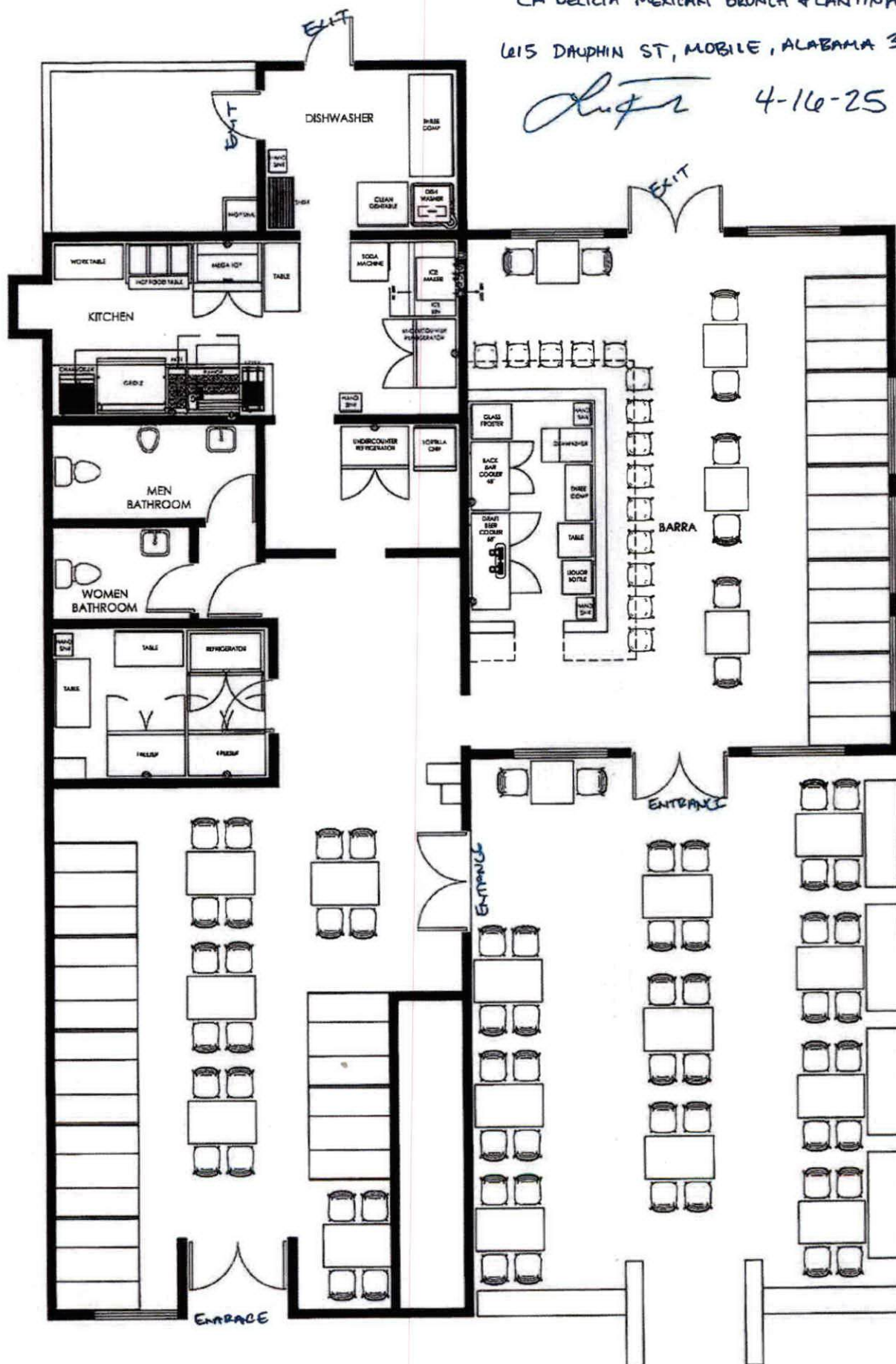


615 Dauphin St. Mobile, AL 36602

615 DAUPHIN ST, MOBILE, ALABAMA 36602

Luigi

4-16-25





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-153502-2025

Issue Date: 04/21/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400010123.	615 Dauphin St	

Business Name	Issued To	Zoning Districts
LA DELICIA LLC dba LA DELICIA MEXICAN BRUNCH AND CANTINA	Name: BRYAN FERNANDEZ-ESCALERA Company: LA DELICIA LLC dba LA DELICIA MEXICAN BRUNCH AND CANTINA/ Address: 615 Dauphin St MOBILE, AL 36602 Phone: (334) 797-2544	T-5.1

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the corner of Butler Street and First Avenue be given the honorary name of “James & Callie Lambert Way”.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: April 16, 2025

SUBJECT: Repeat Weed Lien Invoices G-86

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 86. Please place these on the City Council's Agenda for Tuesday, April 22, 2025.

If you have any questions, please do not hesitate to contact me Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

REPEAT WEED LIEN								
CONTRACT NUMBER							5335	
GROUP 86							Res. No.	
1st REPEAT WEED LIEN LETTERS SENT							11-058	
2/22/2025								
4/22/2025								
REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST								
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	175 W I-65 Service Rd N	7	47774	48095	8/29/2023	2	\$ 50.00	
2	951 Minor St	1		48096	8/15/2013	1	\$ 558.00	
3	1328 Adams St	1		48097	11/7/2023	1	\$ 294.03	
4	807 Gayle St	3		48098	6/14/2022	3	\$ 482.00	
5	355 Ryland St	2		48099	8/13/2024	1	\$ 282.00	
6	1951 St Stephens Rd	1		48100	6/27/2023	1	\$ 559.48	
7	1919 St Stephens Rd	1		48101	8/16/2022	1	\$ 289.00	
8	219 Rylands St	2		48102	8/13/2024	1	\$ 282.00	
9	257 Rylands St	2		48103	8/16/2022	1	\$ 361.70	
10	218 Rylands St	2		48104	2/14/2023	1	\$ -	
11	202 CubaSt	2		48105	10/25/2022	1	\$ 282.00	
12	200 Cuba St	2		48106	11/15/2022	1	\$ 282.00	
13	1342 LolaSt	2		48107	6/7/2022	1	\$ 283.89	
14	204 Locust St	2		48108	2/27/2024	1	\$ -	
15	402 St Charles Ave	2		48109	8/1/2023	1	\$ 282.00	
16	1815 St Charles Ave	1		48110	4/25/2023	1	\$ 436.00	
17	1827 St Charles Ave	1		48111	4/2/2024	1	\$ 282.00	
18	607 Cedar Ave	2		48113	2/21/2024	1	\$ 50.00	
19	613 Belsaw Ave	2		48114	3/26/2024	1	\$ 282.00	
Total							\$ 5,338.10	
District total for this group			Numbers of lots cut					
1	6			1	6			
2	11			2	8			
3	1			3	1			
4	0			4	0			
5	0			5	0			
6	0			6	0			
7	1			7	0			
	19				15			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Handwritten signature 4-16-25
Marchetta Jute 4-16-25



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: JGL PROPERTIES LLC
Address: 27375 E BEACH BLVD
City, State, Zip: ORANGE BEACH, AL 36561
Repeat Group Number: 85 Item # 1

Lot Description: LOT A JGL SQUARE SUBDIVISION MBK 119 PG 125 (28 06 37 4 000 013.XXX) 3210
ZIMLICH AVE

Nuisance Date: 2/26/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	38,270	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 50.00

Shelia E Dean

SECRETARY

Marchetta Darte

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2025

Lot Owner: **TURNER WILLIE PEARL**
Address: **1912 SEALE ST**
City, State, Zip: **MOBILE, AL 36617-3405**
Repeat Group Number: **85** Item # **2**

Lot Description: **LOT 10 BLK 3 TOULMINVILLE HGTS DBK 130 P 276 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 054.XXX) 951 MINOR ST**

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,107	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 3.00	\$ 3.00
Per Spare Tire		1	\$ 7.00	\$ 280.00
Debris Removal	Cubic Yard	40	\$	
Total Project Cost:				\$ 558.00

Shelia E Dean

SECRETARY

Marchetta Tate

INSPECTOR

Angela

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **BROWN CARLA P & NORMAN T BELL**
C/O METAVERSE HOLDINGS LLC
Address: **P. O. BOX 277**
City, State, Zip: **IRVINGTON, AL 36544-0277**
Repeat Group Number: **85** Item # **3**

Lot Description: **LOTS 9 & 10 BLK 32 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0**
007 (29 06 40 0 007 041.XXX) 1328 ADAMS ST

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,962	\$ 0.0125	\$ 137.03
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 294.03

Shelia E Dean

SECRETARY

Marchetta Tate

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **WILSON TYRONE**
Address: **P. O. BOX 7791**
City, State, Zip: **MOBILE, AL 36670-791**
Repeat Group Number: **85** Item # **4**

Lot Description: **LOT 15 BLK 8 WILSONS SECOND ADD DBK 80 N S P 190 SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 004 (29 10 37 0 004 082.XXX) 807 GAYLE ST**

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,000	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	3	\$ 100.00	\$ 300.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 482.00

Shelia E Dean

SECRETARY

Manchette Dute

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: ROBERTSON VIRGINIA JOHNSON
Address: P. O. BOX 74
City, State, Zip: SEMMES, AL 36575-0074
Repeat Group Number: 85 Item # 5

Lot Description: TH N 34 FT OF LOT 15 THOMAS MOODY EST DBK 70/169 #SEC 25 T4S R1W #MP29 07 25
0 002 (29 07 25 0 002 233.XXX) 355 RYLANDS ST

Nuisance Date: 2/26/2025
Date lot was cut: 4/10/2025 Contractor: ELIZABETH PERRYMAN

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,438	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 282.00

Shelia E Dean

SECRETARY

Marcelle Gault

INSPECTOR

Angela

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **RICHARDSON OSCAR RAY ETAL**
Address: **451 S JEFFERSON ST**
City, State, Zip: **MOBILE, AL 36602**
Repeat Group Number: **85** Item # **6**

Lot Description: **BEG NW COR ST STEPHENS RD & ANDREWS ST RUN TH NLY 138 FT-S- TH WLY 180 FT-S- TH SLY 161.19 FT TH ELY 184 FT (S) TO POB PT GRT SEC 44 T4S R1W EQUAL INTERESTS OSCAR RAY RICHARDSON OLIVET FOSTER RICHARDSON EDWIN FOSTER OLETA C FOSTER #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 253.XXX) 1951 ST STEPHENS RD**

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		27,158	\$ 0.0125	\$ 339.48
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		10	\$ 7.00	\$ 70.00
Debris Removal	Cubic Yard			\$ 559.48
Total Project Cost:				\$ 559.48

Shelia E. Dean

SECRETARY

Marchetta Tate

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **JOHNSON ARTHUR & PEARLIE D**
Address: **507 LABRADOR WAY**
City, State, Zip: **SUISUN CITY, CA 94585**
Repeat Group Number: **85** Item # **7**

Lot Description: **BEGINNING AT THE SOUTHWEST CORNER OF ST STEPHENS ROAD AND ANDREWS STREET THEN RUN SOUTHERLY ALONG THE WEST LINE OF SAID ST STEPHENS ROAD 47 FT THEN SOUTHWESTERLY 200 FT THEN NORTHERLY 31 FT THEN NORTHEASTERLY 200 FT TO THE POINT OF BEGINNING. (29 02 44 0 033 039.XXX) 1919 ST STEPHENS RD**

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,988	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	2	\$ 7.00	\$ 14.00
Total Project Cost:				\$ 289.00

Shelia E Dean

SECRETARY

Marchetta Tate

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **ROBERTS MILDRED MCALEER**
Address: **119 SCARBOROUGH RD**
City, State, Zip: **CENTERVILLE, GA 31028**
Repeat Group Number: **85** Item # **8**

Lot Description: **LOT 26 BLK 4 LEXINGTON HGTS DBK 70/126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 121.XXX) 219 RYLANDS LN**

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,453	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **COAXUM JARRID**
C/O COAXUM JARRID
Address: **20 PALMETTO ST**
City, State, Zip: **MOBILE, AL 36603-2301**
Repeat Group Number: **86** Item # **9**

Lot Description: **BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANG WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 015.XXX) 257 RYLANDS ST**

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		16,376	\$ 0.0125	\$ 204.70
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard			\$ 361.70
Total Project Cost:				\$ 361.70

Shelia E Dean
SECRETARY
Michele J. Jarrid
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **BOGGAN SAMUEL JR**
Address: **6652 KINGS BRANCH DR N**
City, State, Zip: **MOBILE, AL 36618**
Repeat Group Number: **85** Item # **10**

Lot Description: **COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 157) 218 RYLANDS**

Nuisance Date: **2/26/2025**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,857	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY
Marichetta Jarte
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2025

Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address:

P. O. BOX 327210

City, State, Zip:

MONTGOMERY, AL 36132-7210

Repeat Group Number:

85 Item # 11

Lot Description:

PART OF LOT 3 LOUIS TOUART SUB DBK 90 P 291 BEG ON E/S CUBA ST 104 FT S OF SE COR SHORT CAMP & CUBA STS S-LY ALG E/S CUBA ST 25.03 FT TH WITH DEFL ANG TO LT 70 DEG 48 MIN ELY 110 FT TH NLY 25.03 TH WITH DEFL ANG 70 DEG 48 MIN WLY 110 FT TO POB BEING ON E/S CUBA ST #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 226.XXX) 202 CUBA ST

Nuisance Date: 2/26/2025

Date lot was cut: 4/10/2025 Contractor: ELIZABETH PERRYMAN

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,500	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard	1	\$	\$
Total Project Cost:				\$ 282.00

Shelia E. Dean

SECRETARY

Wendy J. Tate

INSPECTOR

James K. Tate

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **TRAINER SHIRLEY M**
Address: **1665 VAN DORN ST**
City, State, Zip: **MOBILE, AL 36605-2007**
Repeat Group Number: **85** Item # **12**

Lot Description: **THAT CERTAIN LOT OF LAND ON E/S OF CUBA ST BDED BY LINE DESC AS FOLLS- BEG AT PT ON E/S OF CUBA ST 129.03 FT S OF SE COR OF CUBA ST & CAMP ST THEN RUN S-LY ALG E/L OF CUBA ST 27.72 FT THEN WITH DEFL ANG TO LT 70 DEG 40 MIN RUN E-LY ALG LINE OF FENCE DIS OF 110 FT TO PT THEN WITH DEFL ANG TO LT 109 56 MIN RUN N-LY DIS OF 26.3 FT TO PT THEN WITH DEFL ANG TO LT 70 DEG 48 MIN RUN N-LY DIS OF 110 FT TO PT OF BEG BEING A PORTION OF LOT 3 TOUART SUB OF HASTIE TRT DBK 90 P 291 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 225.XXX) 200 CUBA ST**

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,970	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 282.00

Shelia E Dean
SECRETARY
Marchetta Taylor
INSPECTOR
Angela
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

April 15, 2025

Lot Owner: **WRIGHT WILLIE MAE**
C/O JANIE WRIGHT FEURTADO
Address: **2354 NORTHERN OAK DR**
City, State, Zip: **BRASELTON, GA 30517**
Repeat Group Number: **85** Item # **13**

Lot Description: **LOTS 1 & 2 BEING ON N/S LOL A ST LOUIS TOUART SUB DBK 9 0 P 291 #SEC 40 T4S**
R1W #MP29 06 40 0 007 (29 06 40 0 007 156.XXX) 1342 LOLA ST

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,151	\$ 0.0125	\$ 126.89
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 283.89

Shelia E Dear
SECRETARY
Marchetta Tate
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: MILLER ANNIE LOUISE
Address: 14357 WOODLARK LANE
City, State, Zip: MORENO VALLEY , CA 92553
Repeat Group Number: 85 Item # 14

Lot Description: BEG AT A PT ON THE E/S OF LOCUST ST 75 FT N OF NE COR OF LOCUST & STATE STS
THEN WITH A DEFL ANG OF 86 DEG 10 MIN E RUN 120 FT M/L TO A PT THENCE NW-LY &
PAR WITH LOCUST ST 22 FT TO A PT THENCE RUN W-LY TO A PT ON THE E/S OF LOCUST
ST WHICH PT IS 100 FT N OF STATE ST THENCE RUN S ALG THE E/S OF LOCUST ST 25 FT
TO THE POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 545.01X) 204
LOCUST ST

Nuisance Date: 2/26/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,000	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$ -
Total Project Cost:				\$ 50.00

Shelia E Deon
SECRETARY
Margherita Gaule
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **MCKINLEY AMELIA**
C/O GWENDOLYN NETTLES
Address: **8404 S OGLESBY AVE**
City, State, Zip: **CHICAGO, IL 60617**
Repeat Group Number: **85** Item # **15**

Lot Description: **LOT 14 BYRD SUB DBK 141 PG 353 GRANT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29**
02 44 0 030 (29 02 44 0 030 372.XXX) 402 ST CHARLES AVE

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,657	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia E. Dean
SECRETARY
Marchetta J. Jantz
INSPECTOR
[Signature]
SUPERVISOR



April 15, 2025
Repeat Lot Cleaning Invoice

Lot Owner: **CAMPBELL MAYNARD**
Address: **2655 CARVER AVE**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **85** Item # **16**

Lot Description: **LOT NO.12 IN STRAUSS FIRST ADD TO TOULMINVILLE DBK 156 P 294 #SEC 44 T4S R1W
#MP29 02 44 0 003 (29 02 44 0 033 088.XXX) 1815 ST CHARLES AVE**

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,240	\$ 0.0125	\$ 128.00
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		6	\$ 3.00	\$ 18.00
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 436.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: ALABAMA DEPT. OF REVENUE
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: P. O. BOX 327210
City, State, Zip: MONTGOMERY, AL 36132-7210
Repeat Group Number: 85 Item # 17

Lot Description: COMG 12 FT W OF NE COR LOT 18 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 PG 294
RUN S & PAR WITH LINE OF LOT 18 125 FT TO REAR END OF LOT TH W 4 FT ALG REAR
END OF LOT TH WNLY 67 FT 6 INS TO REAR LINE OF LOT 22 TH NLY 64 FT TO ST
CHARLES AVE TH E 52 FT ALG ST CHARLES AVE TO BEG #SEC 44 T4S R1W #MP29 02 44
0 033 (29 02 44 0 033 083.XXX) 1827 ST CHARLES AVE

Nuisance Date: 2/26/2025
Date lot was cut: 4/10/2025 Contractor: ELIZABETH PERRYMAN

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,647	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard			\$ 282.00
Total Project Cost:				\$ 282.00

Shelia E Dean

SECRETARY

Marshall J. Tate

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **WALTERS RICHARD**
Address: **2936 BILLY WILLIAMS ST**
City, State, Zip: **WHISTLER, AL 36612**
Repeat Group Number: **85** Item # **18**

Lot Description: **LOT 7 BLK 10 STRAUSS 2ND ADD WOLFF HGTS MBK 2 P 53 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 117.XXX) 607 CEDAR AVE**

Nuisance Date: **2/26/2025**
Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,038	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		0	\$ 100.00	\$ -
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		0	\$ 7.00	\$ -
Debris Removal	Cubic Yard	0	\$	\$ -
Total Project Cost:				\$ 50.00

Shelie E. Dean
SECRETARY
Marichetta S. Foster
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 15, 2025

Lot Owner: **JOHNSON BARBARA ANN &
KELVIN TYRON JOHNSON
C/O YOLANDA TURNER**

Address: **2946 WINDCHASE BLVD**

City, State, Zip: **HOUSTON, TX 77082**

Repeat Group Number: **85** Item # **19**

Lot Description: **LOTS 13 & 14 BLK 2 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 002
(29 07 25 0 002 018.XXX) 613 BELSAW AVE**

Nuisance Date: **2/26/2025**

Date lot was cut: **4/10/2025** Contractor: **ELIZABETH PERRYMAN**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,648	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shesica E Dean

SECRETARY

Michelle J. Jester

INSPECTOR

[Signature]

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group G-86** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: April 23, 2025

SUBJECT: Weed Lien Group 1662 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1662**. Please place these on the City Council's Agenda for **April 29, 2025**.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER			5315	
		1662			Res. No.	
12/17/2024		LOTS TO BE DECLARED			58-1236	
1/21/2025		LOTS FOR PUBLIC HEARING			58-048	
4/29/2025		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1401 Center St	39212	45851	\$ 175.00	2	
2	557 Schwarz St	42617	45852	\$ 175.00	1	
3	600 Bishop Lane N	42252	45853	\$ 50.00	7	
4	1017 Donald St	35476	45854	\$ 50.00	1	
5	1312 Charmaine Cir N	43538	45855	658.26	3	
6	3917 Wiggins Dr	41770	45856	\$ 490.00	3	
7	1305 Brooke Ave	28743	45857	\$ 210.00	3	
8	2945 Cedar Crescent Dr	41103	45858	\$ 972.36	3	
9	1315 Stewart Rd	42568	45859	\$ 50.00	3	
10	2658 Reaves St	44077	45860	\$ 210.00	1	
11	3505 Stein Ave	44051	45861	\$ 50.00	7	
12	3503 Stein Ave	44190	45862	\$ 50.00	7	
13	7761 Old Shell Rd	38942	45863	\$ 175.00	7	
14	2775 Springhill Ave	44959	45864	\$ 50.00	1	
15	4200 Taurus Dr	45363	45865	\$ 50.00	4	
16	3201 Center Rd	44936	45866	\$ 207.50	3	
17	929 Hannon Rd	44651	45867	\$ 317.09	3	
18	6875 Carol Plantation Rd	45553	45868	\$ 334.04	4	
19	908 S Warren St	44767	45869	\$ 50.00	3	
				\$ 4,324.25		
Numbers of lots cut			Numbers of lots cut			
District total for this group			1	2		
1	4		2	1		
2	1		3	6		
3	8		4	1		
4	1		5	0		
5	0		6	0		
6	0		7	1		
7	4			11		
	18					
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

 4-13-25
 Marchetta Jute 4-23-25



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

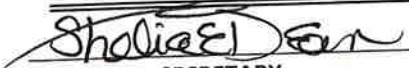
April 22, 2025

Lot Owner: **WRIGHT WILLIE MAE**
C/O JANICE WRIGHT FEURTADO
Address: **2354 NORTHERN OAK DR**
City, State, Zip: **BRASELTON, GA 30517**
Group Number: **1662** Item # **1**

Lot Description: **LOTS 1 & 2 HEATHS FIRST ADD TO MOBILE MBK 2/44 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 230.XXX) 1401 CENTER ST**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,234	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **POWELL WHITNEY RAQUEL &
VICTOR C POWELL**

Address: **P. O. BOX 40231**

City, State, Zip: **MOBILE, AL 36640-0231**

Group Number: **1662** Item # **2**

Lot Description: **LOT 1 POWELL SUB MBK 27/82 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001
272.01X) 557 SCHWARZ ST**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,459	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia E Dean
SECRETARY

Marchetta Jante
INSPECTOR

Angela
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
April 22, 2025

Lot Owner: **POWELL WHITNEY RAQUEL &
VICTOR C POWELL**
Address: **8191 WINDMERE DR**
City, State, Zip: **SEMMES, AL 36575-0050**
Group Number: **1662** Item # **2**

Lot Description: **LOT 1 POWELL SUB MBK 27/82 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001
272.01X) 557 SCHWARZ ST**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,459	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia E. DeLo
SECRETARY

Marchetta J. Tate
INSPECTOR

Andy Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **GOLDEN RONNIE D &
JUDY M GOLDEN**
Address: **119 BISHOP LN N**
City, State, Zip: **MOBILE, AL 36608-5806**
Group Number: **1662** Item # **3**

Lot Description: **THAT PORTION OF SQR 108 SPRING HILL A SUB OF GRANT SEC T4S R2W DBK 82/212 AS FOLL BEG AT IRON STAKE 8.5 FT E & 174 FT N FROM SW COR OF SD SQR 108 RUN N 116 FT TO IRON STAKE THEN E 135 FT TO IRON STAKE THEN S 116 FT TO IRON STAKE THEN W 135 FT TO BEG #SEC 37 T4S R2W #MP28 06 37 1 001 (28 06 37 1 001 034.XXX) 600 BISHOP LN N**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	13,567	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY

Narcetha Tate
INSPECTOR

Jay Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **GARMON JAMES E**
Address: **1680 VINE ST**
City, State, Zip: **BILOXI, MS 39531-3430**
Group Number: **1662** Item # **4**

Lot Description: **LOT 11 E 1/2 OF LOT 12 ADAMS ADD TO TOULMINVILLE MBK 3 PG 343 #SEC 44 T4S R1W
#MP29 02 44 0 014 (29 02 44 0 014 535.XXX) 1017 DONALD ST**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,210	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Deam
SECRETARY
Margotha Jantz
INSPECTOR
Andy Jantz
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **SHAW DARRELL GENE &
MARILYN MCCOLGAN**
Address: **14785 RANDOLPH FOSTER RD**
City, State, Zip: **WILMER, AL 36605**
Group Number: **1662** Item # **5**

Lot Description: **LOT 16 BLK A SECOND ADD PART B DRIFTWOOD ACRES REC MBK 11 PG 168 #SEC 40 T5S
R1W #MP32 12 40 0 002 (32 12 40 0 002 015.XXX) 1312 CHARMAINE CIR**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		12,261	\$ 0.0125	\$ 153.26
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	65	\$ 7.00	\$ 455.00
Total Project Cost:				\$ 658.26

Shelia E Dean

SECRETARY

Marchetta Jarte

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **MCKENNA PATRICIA**
Address: **412 JONES AVE**
City, State, Zip: **WAYNESBORO, GA 30830-1533**
Group Number: **1662** Item # **6**

Lot Description: **LOT 13 PINES S/D MBK 8/47 (32 11 40 0 002 063.XXX) 3917 WIGGINS DR**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,905	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 490.00

Shelia E Dean
SECRETARY
Maxhette Joste
INSPECTOR
Jerry Smith
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **FINNEY GLORIA**
C/O JOSEPH NICHOLAS
Address: **6408 CHERRY RIDGE CT E**
City, State, Zip: **MOBILE, AL 36695**
Group Number: **1662** Item # **7**

Lot Description: **LOT 3 BLK 3 BROOKLEY HGTS 1ST SECTOR MBK 3 P 677 #SEC 37 T5S R1W #MP32 02 37 0 001 (32 02 37 0 001 064.XXX) 1305 BROOKE AVE**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,000	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 210.00

Shelia E. Deen
SECRETARY

Marchetta J. Tate
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **IRBY GRERALDINE, DOROTHY IRBY HARRIS &
VIVIAN IRBY ROBINSON**

Address: **P. O. BOX 50392**

City, State, Zip: **MOBILE, AL 36605-0392**

Group Number: **1662** Item # **8**

Lot Description: **BEG AT INT OF N/S DOYLE AVE & E/S CEDAR CRESCENT DR TH ELY ALG DOYLE AVE 206 FT(S) TH N 223 FT TH WLY 121 FT (S) TH S 80 FT(S) TH WLY 226 FT(S) TO PT ON E/S CEDAR CRESCENT DR TH SELY ALG RD 183 FT(S) TO POB BEING PT OF LOT 2 CAMPBELL TRT MBK 1/10 #SEC 40 T5S R1W #MP32 05 40 0 002 (32 05 40 0 002 028.XXX) 2945 CEDAR CRESCENT DR**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025

Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		48,589	\$ 0.0125	\$ 607.36
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	45	\$ 7.00	\$ 315.00
Total Project Cost:				\$ 972.36

Shelia E. Dean
SECRETARY

Marchetta Justice
INSPECTOR

Ray [Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **STOUTAMIRE ERIC C**
Address: **1308 OLIVE ST**
City, State, Zip: **MOBILE, AL 36605**
Group Number: **1662** Item # **9**

Lot Description: **LOTS 106 107 AND 108 BLK B BAY RIDGE ESTS MBK3 P 249 #SEC 40 T5S R1W #MP32 05 40 0 004 (32 05 40 0 004 052.XXX) 1315 STEWART RD**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	23,402	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY

Marcella Jarte
INSPECTOR

Jay Adams
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **BUSH LAURA & EARNEST**
C/O JOSEPH C DAVIS
Address: **1253 PECAN ST**
City, State, Zip: **MOBILE, AL 36603-5726**
Group Number: **1662** Item # **10**

Lot Description: **LOT 33 DIV B OF MILLVILLE TRT DBK 121 N S P 512 #SEC 23 T4S R1W #MP29 07 23 0 002**
(29 07 23 0 002 185.XXX) 2658 REAVES ST

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,650	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 210.00

Shelia E Dean
SECRETARY

Marchetta Jarte
INSPECTOR

James Jarte
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

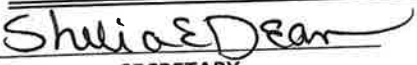
April 22, 2025

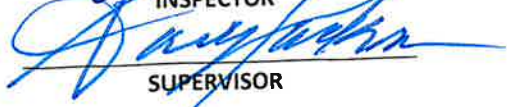
Lot Owner: **MCELROY JEANNE F & DONNA L**
BOWLING EXECUTOR OF ESTATE
Address: **339 PATTERSON WAY NE**
City, State, Zip: **ATLANTA, GA 30312**
Group Number: **1662** Item # **11**

Lot Description: **COM AT INT S/L STEIN ST & W/L DOGWOOD LN RUN W ALG SD S/L 152 FT TO POB CONT W 111.9 FT TH S 358 FT (S) TO NELY 145 FT (S) TH N 262 FT (S) TO POB #SEC 37 T4S R2W #MP28 06 37 2 002 (28 06 37 2 002 052.XXX) 3505 STEIN AVE**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	32,146	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **MCELROY JEANNE FAYE**
C/O DANIEL BOWLING,
EXECUTOR OF ESTATE
Address: **339 PATTERSON WAY NE**
City, State, Zip: **ATLANTA, GA 30312**
Group Number: **1662** Item # **12**

Lot Description: **LOT 2 PETRO & MCELROY SUBD MBK 60 PG 75 #SEC 37 T4S R2W #MP28 06 37 2 002 (28 06 37 2 002 048.XXX) 3505 STEIN AVE**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	21,453	0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **KORDOMENOS NICK J,**
VANGALIA L KORDOMENOS
Address: **701 S HOWARD AVE STE 101**
City, State, Zip: **TAMPA, FL 33606**
Group Number: **1662** Item # **13**

Lot Description: **LOTS 7 8 9 & 10 BLK 30 WEST MOBILE TERRACE DBK 156/570 & RE-RECORDED IN MBK 3 P 654 LESS & EXC THAT PT INTO OLD SHELL RD PER PROJECT #STPMB-7535(601) (28 04 18 3 003 092.XXX) 7761 OLD SHELL RD**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,662	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee		1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Shelia Dean
SECRETARY

Marchetta Jante
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

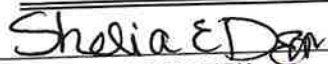
April 22, 2025

Lot Owner: **MYMS, INC., A TEXAS CORPORATION**
Address: **P. O. BOX 160812**
City, State, Zip: **MOBILE, AL 36616-1812**
Group Number: **1662** Item # **14**

Lot Description: **BLK 3 CRICHTONS SUB OF CRICHTON DBK 107 N S P 216 SD BLK CONSTITUTING 1 LOT FRONTING 71 FT ON SPRINGHILL AVE & EXT SLY THEREFROM BET CONVERGING LINES TO PT W/L BEING 221 FT & E/L BEING 196 FT 7 IN BD ON N BY SPRINGHILL AVE ON E BY ST & ON W BY PORTERS LN OR MOBILE BAY SHORE RR CO #SEC 17 T4S R1W #MP29 08 17 3 000 (29 08 17 3 000 002.XXX) 2773 SPRINGHILL AVE**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,571	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **BERGER HOWARD M TRUSTEE OF THE
KATHLEEN M WELSHONS TRUST**

Address: **93 MAIN ST STE 209**

City, State, Zip: **ANDOVER, MA 01810**

Group Number: **1662** Item # **15**

Lot Description: **LOT 12 BLK L 5TH UNIT SKYLAND PARK MBK 9 PG 30 #SEC 11 T5S R2W #MP33 01 11 2
000 (33 01 11 2 000 008.XXX) 4200 TAURUS DR**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	19,160	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

Margaretta J. Jester
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

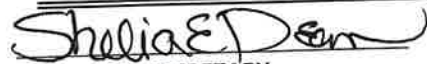
Lot Cleaning Invoice
April 22, 2025

Lot Owner: **CKC PROPERTIES LLC**
Address: **2205 HILCREST RD**
City, State, Zip: **MOBILE AL 36695-3809**
Group Number: **1662** Item # **16**

Lot Description: **LOT 24 MBK 3 P 513 RESUB OF LOTS 15-16 BLK F RIVERSIDE SUBDIV MBK 3 PG 296 #SEC 40 T5S R1W #MP32 07 40 0 003 (32 07 40 0 003 054.XXX) 3201 CENTER RD**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		12,600	\$ 0.0125	\$ 157.50
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 207.50


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Lot Cleaning Invoice
April 22, 2025

Lot Owner: **TRINH SONNY &
ELIZABETH S TRINH**
Address: **31224 COWART BUSH RD**
City, State, Zip: **BUSH, LA 70431**
Group Number: **1662** Item # **17**

Lot Description: **LOT 3 WILLIE V HANSEN PPTY MBK 4 P 438 #SEC 40 T5S R1W #MP32 05 40 0 006 (32 05 40 0 006 038.XXX) 929 HANNON RD**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		15,767	\$ 0.0125	\$ 197.09
Adminitration Fee		1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 317.09

Sholia E Dean
SECRETARY

Marchetta Justice
INSPECTOR

James Baker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

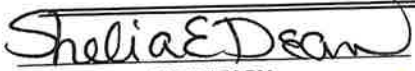
April 22, 2025

Lot Owner: **TRINH SONNY &
ELIZABETH S TRINH**
Address: **30 ELIZABETH DR**
City, State, Zip: **COVINGTON, LA 70435**
Group Number: **1662** Item # **17**

Lot Description: **LOT 3 WILLIE V HANSEN PPTY MBK 4 P 438 #SEC 40 T5S R1W #MP32 05 40 0 006 (32 05 40 0 006 038.XXX) 929 HANNON RD**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		15,767	\$ 0.0125	\$ 197.09
Adminitration Fee		1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 317.09


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

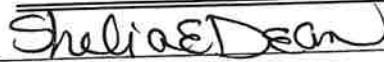
April 22, 2025

Lot Owner: **SCAINI SHANNON S TRUSTEE OF THE**
CHERYL R REID TRUST
Address: **745 ELLSWORTH DR NW**
City, State, Zip: **ATLANTA, GA 30318**
Group Number: **1662** Item # **18**

Lot Description: **COMG AT THE SE COR OF SEC 4 T6S R2W RUN TH S 89 DEG 54 MIN W 317.9 FT TO A PT WHICH IS DIS 52 FT FROM THE C/L OF U S HWY 90 MEASURED AT RIGHT ANGLES TO SD C/L TH RUN N 32 DEG 16 MIN E PAR WITH SD C/L 490.20 FT TO A CONCRETE ROW MARKER TH CONT N 32 DEG 16 MIN E ALG THE NW ROW/L OF US HWY 90 A DIS OF 364.60 FT TO THE INTERSECTION OF THE NW ROW/ L OF U S HWY 90 WITH THE E ROW/L CAROL PLANTATION RD SD INTERSECTION BEING THE POB OF THE PPTY HEREIN DESC TH CONT ALG ROW/L U S HWY 90 RUN N 32 DEG 16 MIN E 173.90 FT TO A PT TH AT RIGHT ANGLES SD HWY RUN N 57 DEG 44 MIN W 157 FT TO A PT TH PAR WITH SD HWY RUN S 32 DEG 16 MIN W 93.60 FT TO A PT ON THE E ROW/L OF CAROL PLANTATION RD TH ALG THE E ROW/L OF CAROL PLANTATION RD RUN S 30 DEG 38 MIN E 176.36 FT TO THE POB OF THE PPTY HEREIN DESC BEING A PORTION OF SEC 3 & 4 T6S R2W #SEC 04 T6S R2W #MP38 02 04 4 000 (38 02 04 4 000 024.XXX) 6875 CAROL PLANTATION RD**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: 4/11/2025 Contractor: Perez Grandison

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		22,723	\$ 0.0125	\$ 284.04
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 334.04


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

April 22, 2025

Lot Owner: **BAAQEE TERRY**
Address: **1911 JONES AVE**
City, State, Zip: **MOBILE, AL 36617-2937**
Group Number: **1662** Item # **19**

Lot Description: **BEG ON W/S WARREN ST 175 FT S OF SW COR N CAROLINA & WARREN ST TH S ALG SD W/S 30 FT TH W & PAR WITH N CAROLINA ST 125 FT TH N & PAR W/WARREN ST 30 FT TH E & PAR WITH N CAROLINA ST 125 FT TO POB BEG ALL MEASUREMENTS M/L #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 015.XXX) 908 S WARREN ST**

Nuisance Date: 12/17/2024 Posting Date: 1/15/2025 Hearing Date: 1/21/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,750	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Don
SECRETARY

Marchetta J. Tate
INSPECTOR

James Tucker
SUPERVISOR

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **Reconnect, Inc.**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, **Reconnect, Inc.**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Reconnect, Inc.**, will be used to *assist with the One Love Community Block Party*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to Reconnect, Inc.**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$500.00 to **Gulf Coast Dementia Services, Inc.**, from the District 2 Discretionary Fund (10041020 42080); and*

WHEREAS, **Gulf Coast Dementia Services, Inc.**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Gulf Coast Dementia Services, Inc.**, will be used to *assist with the Gong Show at the Grand Hall.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to Gulf Coast Dementia Services, Inc.**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate \$2,500.00 to **Dog River Clear Water Revival, LLC**, from the District 4 Discretionary Fund (10041020 42080); and*

WHEREAS, ***Dog River Clear Water Revival, LLC***, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Dog River Clear Water Revival, LLC***, will be used to *assist with the improvement of the water quality and public access to Dog River and its urban tributary creeks.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$2,500.00 to Dog River Clear Water Revival, LLC***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Joel Daves

WHEREAS, *Councilmember Daves wishes to appropriate \$4,240.00 to **Country Club Estates Neighborhood Association**, from the District 5 Discretionary Fund (10041020 42080); and*

WHEREAS, **Country Club Estates Neighborhood Association**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Country Club Estates Neighborhood Association**, will be used to *the improvement of green space within the community.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$4,240.00 to Country Club Estates Neighborhood Association**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Joel Daves

WHEREAS, *Councilmember Daves wishes to appropriate \$2,500.00 to **Friends of Richards DAR House Museum***, from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Friends of Richards DAR House Museum***, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Friends of Richards DAR House Museum***, will be used to *the commemoration of the Farewell Tour of Lafayette*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$2,500.00 to Friends of Richards DAR House Museum***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for: Traffic signal upgrades at signalized intersections on state and local routes in the City of Mobile; information about specific locations will be provided upon request; Project# STPMB-MR25(); CPMS Ref# 100079822 and 100079823.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-STPMB-MR25
2. STPMB-MR25 Agreement

REVIEWERS:

Kelsi Tippery
Laura Angle
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Traffic signal upgrades at signalized intersections on state and local routes in the City of Mobile; information about specific locations will be provided upon request; Project# STPMB-MR25(); CPMS Ref# 100079822 and 100079823.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the _____ day of _____, 20_____, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20_____.

Adopted:

City Clerk

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. STPMB-MR25()
CPMS Ref# 100079822 & 100079823**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the traffic signal upgrades at signalized intersections on state and local routes in the City of Mobile; information about specific locations will be provided upon request; Project# STPMB-MR25(); CPMS Ref# 100079822 and 100079823.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$561,132.00 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	\$ 80,000.00
City Funds	\$ 20,000.00

TOTAL	\$ 100,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	\$ 481,132.00
City Funds	\$ 120,283.00

TOTAL (Incl CE&I)	\$ 601,415.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in

CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), to the maximum extent permitted by Alabama law and the Constitution of the State of Alabama, the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of

tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

City of Mobile, Alabama

ATTEST:

By: _____
As Mayor (Signature)

By: _____
Clerk (Signature)

Print Name of Mayor

Print Name of Clerk
(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Traffic signal upgrades at signalized intersections on state and local routes in the City of Mobile; information about specific locations will be provided upon request; Project# STPMB-MR25(); CPMS Ref# 100079822 and 100079823.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H**Page 4**

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Second Amendment to the Purchase and Sale Agreement between City and Burton Property Group, LLP

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - 2ndAmendment Purchase and Sale Burton Properties
2. Second Amendment to PSA Museum Dr - Purchaser clean4.30.25
3. Detention_Agreement_Burton_2025

REVIEWERS:

Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Second Amendment to the Purchase and Sale Agreement between the City of Mobile and Burton Property Group, LLP, which amends the Purchase and Sale Agreement between City of Mobile and Burton Property Group, LLP dated May 30, 2023. The Second Amendment is attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Amendment is on file in the office of the City Clerk.

ADOPTED:

City Clerk

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (“Second Amendment”) is made by and between **THE CITY OF MOBILE** (“Seller”) and **BURTON PROPERTY GROUP, LLC**, an Alabama limited liability company (“Purchaser”), as of the ____ day of _____, 2025 (“Effective Date”).

RECITALS:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated May 30, 2023 (“Agreement”) for property located at 720 Museum Dr., Mobile, AL 36608; and

WHEREAS, Seller and Purchaser entered into that certain First Amendment to Purchase and Sale Agreement dated May 21, 2024.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Incorporation of Recitals; Definitions. All capitalized terms used herein, but not defined, shall have the meaning ascribed to them in the Agreement. The recitals set forth above are incorporated herein by reference as part of the Agreement.
2. Property. The “Property” shall be defined to include an additional 0.24 acres to be obtained from the adjacent Seller owned parcel - Lot 1, Fort Hardeman Subdivision recorded as Instrument Number 2021037217 and depicted in Exhibit A hereto. Purchaser shall prepare and submit to Planning Commission for the proposed new subdivision, shifting the parcel line between Lot 1 and Lot 2 as depicted in Exhibit A attached here. The inclusion of this additional land in the Property will be provided in consideration of Purchaser providing shared stormwater detention, as to be more fully set forth in the Detention Agreement hereafter defined.
3. Inspection Period. Inspection Period shall be amended to expire on July 31, 2025, in order for the Property to be rezoned and resubdivided prior to Closing.
4. Intended Use. For the purposes of the Special Purchaser Contingencies, the definition of “Intended Use” is hereby amended to mean that Purchaser shall apply to the Planning Commission and Board of Adjustment for the rezoning of the Property to a B-2 zoning designation, including the imposition of voluntary use restrictions to accommodate a mixed-use development. Final zoning approval shall be subject to the approval of the City Council.
5. Detention Agreement. The parties shall prior to Closing negotiate a mutually acceptable agreement providing, among other things, that i) Purchaser shall be granted a temporary construction easement as necessary on Lot 1 referenced above in order to make

modifications to Lot 1's detention pond, and ii) Seller shall be granted an easement on the Property as necessary to take its storm water to a shared detention pond to be built and constructed on the Property by Purchaser.

6. Miscellaneous. The parties agree that, except as modified by this Second Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of a conflict between this second Amendment and the Agreement, the terms of this Second Amendment shall control. Each of the parties hereto represents and warrants to the other that they have full authority to execute this agreement on behalf of such party. This Second Amendment may be executed in multiple counterparts which, taken as a whole, shall constitute one instrument. This Second Amendment may be executed by facsimile signature or email.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Effective Date.

SELLER:
THE CITY OF MOBILE, a Municipal Corporation

By: _____
Name: William S. Stimpson
As Its: Mayor

ATTEST:

City Clerk

PURCHASER:
BURTON PROPERTY GROUP, LLC,
an Alabama Limited Liability Company

By: _____
Name: Philip Burton
Its: President/Manager

Purchaser Witness:

Signature: _____

Printed Name: _____

Detention Agreement

(Bienville Square / Museum Drive Project)

This Detention Agreement (“Agreement”) is made and entered into this ____ day of _____, 2025 (“Effective Date”), by and between:

THE CITY OF MOBILE, an Alabama municipal corporation (“City”), and BURTON PROPERTY GROUP, LLC, an Alabama limited liability company (“Burton”). The City and Burton may each be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into a Purchase and Sale Agreement dated May 30, 2023, as amended on May 21, 2024, and _____ [date] (the “PSA”), for the transfer of certain real property located at 720 Museum Drive, Mobile, Alabama (the “Property”);

WHEREAS, the Second Amendment to the PSA added approximately 0.24 acres from an adjacent parcel owned by the City (Lot 1, Fort Hardeman Subdivision, recorded as Instrument #2021037217), in exchange for shared use of a stormwater detention facility;

WHEREAS, the Parties now wish to define the rights and obligations related to the construction, use, and maintenance of a shared Detention Facility to manage stormwater runoff;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 Detention Facility. A stormwater detention pond and associated infrastructure to be constructed by Burton on the Property to serve both the Property and the adjacent City Parcel, as generally depicted on Exhibit A.

1.2 City Parcel. The parcel of real property retained by the City known as Lot 1, Fort Hardeman Subdivision, adjacent to the Property and recorded under Instrument #2021037217.

2. CONSTRUCTION OF DETENTION FACILITY

2.1 Construction Obligation. Burton shall design and construct the Detention Facility in accordance with applicable laws, codes, and stormwater management regulations of the City of Mobile. All design and construction plans must be submitted to the City for approval prior to commencement.

2.2 Temporary Construction Easement. The City hereby grants Burton a temporary construction easement over a portion of the City Parcel as needed to modify and integrate the detention area. This easement shall terminate upon the earlier of:

- Substantial completion of the Detention Facility; or
- _____, 2026. [date]

3. SHARED USE AND PERMANENT EASEMENTS

3.1 Drainage Easement to City. Burton grants the City a perpetual, non-exclusive drainage easement across the Property for the purpose of conveying stormwater from the City Parcel into the Detention Facility.

3.2 Maintenance Responsibility. Burton shall be solely responsible for:

- Routine and long-term maintenance of the Detention Facility;
- Ensuring compliance with all local stormwater management regulations;
- Performing any repairs, sediment removal, or upgrades as needed to preserve functionality.

3.3 Inspection Rights. The City shall have the right to enter the Property with reasonable notice to inspect the Detention Facility to ensure it remains functional and compliant.

4. INDEMNITY

Burton shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the Burton's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

5. TERM AND TERMINATION

This Agreement shall:

- Run with the land and bind all successors and assigns of both Parties; and
- Remain in effect unless modified or terminated by written agreement or unless the Detention Facility is decommissioned and replaced with a City-approved alternative.

6. RECORDING

This Agreement shall be recorded in the public records of the Mobile County Probate Court to provide constructive notice and shall be binding upon all subsequent owners.

7. MISCELLANEOUS

7.1 Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

7.2 Entire Agreement. This is the entire agreement between the Parties regarding detention matters referenced herein.

7.3 Notices. Any notice shall be delivered to:

City of Mobile
Real Estate Asset Management
205 Government Street
Mobile, AL 36633

Burton Property Group, LLC
Attn: Philip Burton, President
41 W. Interstate 65 Service Rd N
Mobile, AL 36608

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first written above.

BURTON PROPERTY GROUP, LLC

By: _____
Philip Burton, President

State of Alabama }
County of _____ }

I, _____ the undersigned authority, a Notary Public in and for said State at Large, hereby certify that _____, whose name as President of BURTON PROPERTY GROUP, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me or who has produced proper identification, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such _____, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this ____ day of _____, 20____.

Notary Public, State of Alabama
Print _____

(Seal)

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

Attest:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with B&B Lawn/Landscaping LLC. for ROW mowing services on various rights of way: Springhill Avenue, Dauphin Island Parkway, Michigan Avenue. One year renewable for 2 addl 1-year periods.

Amount of Contract:

As needed at unit prices. Approximately \$147,360.00 per year

Funding Source

General fund.

ATTACHMENTS:

1. 2025 B&B ROW Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 6 May 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Right of Way Mowing - B&B Lawn/Landscaping LLC

PURPOSE & SCOPE OF PROJECT:

Contract with B&B Lawn/Landscaping LLC. for ROW mowing services on various rights of way:
Springhill Avenue, Dauphin Island Parkway, Michigan Avenue. One year renewable for 2 addl 1-year
periods. General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: approx \$147,360.00/year

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5939

How many bidders received bid packages (if applicable): 50 +web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

Low bidder did not have capacity for all streets for which bidder was lowest - Zeigler Blvd was
reassigned to another vendor as 2nd low bid

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and B&B Lawn/Landscaping LLC, to provide right-of-way mowing services for various locations at specified intervals as needed in an approximate total amount of \$147,360.00 per year, for one year, renewable for two additional one-year periods without further approval by Council, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



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

BETWEEN the Owner:

**CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633**

And the Contractor:

**B&B Lawn/Landscaping LLC.
806 Lakeview Drive
Pascagoula MS 39567**

City Business License No.: 131322

For the following Project:

**RIGHT OF WAY MOWING SERVICES
Springhill Avenue
Dauphin Island Parkway
Michigan Avenue**

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR



THIS AGREEMENT is made and entered into as of the latter 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 **B&B Lawn/Landscaping LLC.**, hereinafter referred to as "Contractor."

This Agreement, including its 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.

WHEREAS, the City issued Request for Bids #5939 (RFB) for Right of Way Mowing Services on March 13, 2025, and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Right of Way Mowing Services (the "Project"), in accordance with the scope of services as stipulated in the RFB Proposal, and made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the RFB and associated mowing maps posted as part of the RFB, and are incorporated herein by reference.

2.0 TERM

- 2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable at the consent of both parties for two additional one-year periods.

3.0 COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- 3.1** Contractor shall invoice the City upon the successful completion of each mowing cycle for each specified mowing area. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract, in accordance with the **Fee Schedule** per mowing cycle as set in **Exhibit A**, attached hereto and incorporated herein.
- 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.

4.0 METHOD 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 Deputy Director of Public Services, or his representative, 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**, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the Deputy Director of Public Services, or his representative, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL 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 Deputy Director of Public Services, or his representative, 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.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit B, City of Mobile Insurance Requirements**, attached hereto and made a part of this Agreement.

7.2 Evidence of **Contractor's Insurance** shall be attached as **Exhibit C** and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

- 8.1** The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion ~~in not more than [insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.~~ In accordance with Exhibit A.

per email from
John Paine on
4/24/29.
-JP

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the "completion" of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. The date set for the "completion" of each mowing cycle for each location shall be mutually set by the Project Manager and Contractor based on street priority and mowing conditions. Accordingly, the parties to the Contract agree that the City may assess liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these documents exceeds the "completion" time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. Should the City elect to assess liquidated damages, the amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be 5% of the unit price per day.

11.0 FORCE MAJEURE

- 11.1 The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's task order or specified by the City's Project Manager,

subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

- 12.1** City's designated Project Manager for this work to act as City's representative with respect to this Agreement will be the City's Deputy Director of Public Services, or his representative. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

- 13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Project Manager, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.

- 13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- 13.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 13.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

- 14.1** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- 14.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 14.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 14.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

15.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.

15.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.

15.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

16.1 The City's Project Manager, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work

covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Project Manager shall take one of the following actions:

1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.

- 16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

- 17.1** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project ("Project Manager") is Deputy Director, Public Services, or his designated representative.

- 17.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Purchasing Agent
P.O Box 1948
Mobile AL 36602

CONTRACTOR:

B&B Lawn/Landscaping LLC
806 Lakeview Drive
Pascagoula MS 39567

- 17.3** Any change in the City's Project Manager or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

- 18.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from

the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

- 19.1** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

- 20.1** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

21.0 CURE PLAN

- 21.1** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 22.1** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

- 23.1** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

- 24.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

- 25.1** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Documentation of Contractor's compliance with E-Verify requirements may be found as **Exhibit D**.

27.0 MISCELLANEOUS

27.1 This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

27.2 The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

27.3 The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

27.4 Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

27.5 The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

27.6 If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

27.7 The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

27.8 If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

27.9 The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 27.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

- 27.18 Attorney's Fees and Costs.** If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 27.19 Non-Waiver of Rights.** Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20 Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: B&B Lawn/Landscaping LLC.

[Signature], It's owner (title)

4/28/2025 Date
]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as Bentley Brady; owner [title] of **B&B Lawn/Landscaping LLC.**, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand, this the 28 day of April, 2025



[Signature]
Notary Public
My Commission Expires

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson
Mayor

ATTEST:

City Clerk

EXHIBIT A Contractor Bid Proposal
EXHIBIT B Insurance Requirements
EXHIBIT C Contractor Evidence of insurance
EXHIBIT D Contractor E-Verify Documentation

EXHIBIT A Contractor Bid Proposal

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/13/2025	5939	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Thursday, April 3, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RIGHT-OF-WAY MOWING SERVICES The City of Mobile is seeking bids on mowing of City of Mobile Right-of-Ways as per the following and attached specifications. Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below. The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions. The City's desire is to have all areas mowed approximately 22 times between the award date and December 31, 2025. The mowing cycles will have all areas mowed on a 14-day cycle in April and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2025, or as specified or instructed. Additional mowing may be required up to December 31, 2025. <u>A mandatory Pre-Bid meeting</u> is scheduled for 10:00 am on Wednesday, March 26, 2025, at 1900 Hurtel St, Mobile, AL 36605. Only vendors who attend the entire meeting will be permitted to submit a bid. The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.					
			TOTAL			

Page 1 of 6

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

Phone Number 228-217-8868

Email Address bblawnandlandscaping21@gmail.com

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order

State delivery time within _____ days of receipt of P.O.

Firm Name B&B Lawn/Landscaping

Signature 

Type or Print Name Bentley Brady

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 6 There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used. Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile. The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass. In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation. Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded. If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required. Pricing is non-negotiable. This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets". At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year. The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: • Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. • Their City of Mobile Business License Number. • Their registration with the E-Verify Program, Federal and State. • Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name B&B Lawn/Landscaping

By Bentey Brady

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6 The following is required and must be filled in: Registration Number with Secretary of State Office <u>01-135-092</u> City of Mobile Business License Number <u>See Attachments</u> E-Verify Enrollment Number <u>See Attachments</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ☒ NO ☐ Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved. City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name B&B Lawn/Landscaping

By Bentley Brady

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6 When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached) The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed. At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets. A bid bond is not required. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025.</u> Any bids delivered after <u>12:01 PM, Thursday, April 3, 2025,</u> will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025,</u> date for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to <u>December 31, 2025.</u> For questions about this bid submit your questions by E-mail to <u>purchasing@cityofmobile.org.</u> Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <u>cityofmobile.org/bid.</u> Look under Bid #5939. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name B&B Lawn/Landscaping

By Bentley Brady

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

Page _____ of _____

Page 531 of 1149

Page _____ of _____

Page 532 of 1149

ONLINE LINK TO MAPS OF THE AREAS TO BE MOWED

Annexed Areas –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=58d352f54d7b4592b4fee93a85392710>

Airport Blvd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=fe5afee5e7d64730be789496991440b3>

Azalea Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=b3388583c9234566af88aa85f84eccdc>

Cottage Hill Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=e6a9e76377004f169c7785d90b735bf4>

Dauphin Island Pkwy –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=03d5a955b6174683a76ac6ef4013eb0d>

Dauphin St –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=60b73f5edd4b4ffb9a2f2f25aef362fe>

Grelot Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=185f3df4f67c4456a95ced071fa87741>

Henry Aaron Loop –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=e6fd4651bacc4b8b99ae386b89351c9f>

Hillcrest Rd N –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=513aefc2adf34ea4b30e7211f5230a72>

Hillcrest Rd S –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=20ab7cec8aea442da9022c31c1db4f75>

Knollwood Dr –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=03ee0972d9c042cc80330ef666b3f3f8>

Michigan Ave –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=cf63651e44e44fd598af547a228b7923>

Old Shell Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=fa56e67fede54a84a2c9f3b849d3a333>

Spring Hill Ave –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=df91b16fb77d4264ac429b1de62c2180>

University Blvd & Demetropolis Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=2c92d2db0f874354b6c8eccfce12c449>

USHY 90 W –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=f7f92ab5a3d64c07a6ade59854396501>

Zeigler Blvd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=305a07b973c145fe847c091987603a2e>

MAIN THOROUGHFARE MOWING CONTRACT STREETS:

STREET	FROM	TO
Government Street/Highway 90	Just east of Eslava Creek	Bellingrath Road
	Price for one (1) mowing, trimming, and edging \$	N/B
Airport Blvd.	Florida Street	City Limits sign
	Price for one (1) mowing, trimming, and edging \$	N/B
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
	Price for one (1) mowing, trimming, and edging \$	N/B
Dauphin Street	Mobile Street	McGregor Avenue
	Price for one (1) mowing, trimming, and edging \$	\$3,800.00
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
	Price for one (1) mowing, trimming, and edging \$	\$2,400.00
Dauphin Island Pkwy	Halls Mill Road	Faye Street
	Price for one (1) mowing, trimming, and edging \$	\$2,480.00
Michigan Avenue (BI-WEEKLY)	S Broad Street	California Street
	Price for one (1) mowing, trimming, and edging \$	\$1,200.00
Grelot Road (BI-WEEKLY)	University Blvd	Just East of Dawes Road
	Price for one (1) mowing, trimming, and edging \$	N/B
Old Shell Road	Cody Road	Wacker Lane
	Price for one (1) mowing, trimming, and edging \$	\$3,500.00
Knollwood Drive (BI-WEEKLY)	Cottage Hill Park	Highway 90
	Price for one (1) mowing, trimming, and edging \$	\$3,095.00
Hillcrest Road North	Airport Blvd	Girby Road
	Price for one (1) mowing, trimming, and edging \$	\$2,400.00
Hillcrest Road South (BI-WEEKLY)	Girby Road	Three Notch Road
	Price for one (1) mowing, trimming, and edging \$	\$1,120.00
Cottage Hill Road	Pleasant Valley Road	McFarland Blvd
	Price for one (1) mowing, trimming, and edging \$	N/B
Azalea Road (BI-WEEKLY)	Michael Blvd	Moncliff Drive
	Price for one (1) mowing, trimming, and edging \$	\$2,880.00
Pleasant Valley Road (MEDIANS ONLY)	Azalea Road	Davidson School Drive
	Price for one (1) mowing, trimming, and edging \$	N/B
Zeigler Blvd	Gaillard Drive	8050 Zeigler Blvd
	Price for one (1) mowing, trimming, and edging \$	N/B

HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	TO
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging \$ N/B

ANNEXED AREA MOWING CONTRACT STREETS

STREET	FROM	TO
BEAR FORK ROAD	Jarrett Road	Moffett Road
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
CODY ROAD NORTH	Just north of Gurley Road North	Deadend
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
CODY ROAD SOUTH	Airport Boulevard	Cottage Hill Road
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
DAWES ROAD	Airport Boulevard	Jeff Hamilton (Clarke Rd to just south of Walmart)
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
DAWES SERVICE ROAD	Old Government Street	Kimberlin Drive North
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
FOXFIRE DRIVE	Schillinger Road North	Deadend (unmaintained area only)
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
GLIDER AVENUE	Dawes	Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
JEFF HAMILTON EXT	8601 Jeff Hamilton Ext	Leroy Stevens
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
HOWELLS FERRY ROAD	Cody Road	West of Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
LEROY STEVENS ROAD	3470 Leroy Stevens to 3189 Leroy	2534 Leroy Stevens to Dawes Road
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	

OLD GOVERNMENT ST RD	Dawes to Schillinger	7540 Old Government St E to Deadend
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
SCHILLINGER ROAD NORTH	Zeigler Boulevard	1900 Schillinger Road North
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
SCHILLINGER ROAD SOUTH	Hitt Road	3130 Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
SOLLIE ROAD	Airport Boulevard	South of Oakbriar Subdivision
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
YORKHAVEN ROAD	7991 Yorkhaven Road	Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
LAVERNE DRIVE EAST	Laverne Drive East	Laverne Drive North
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
CHING LYNCH ROAD	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
MEADOW LANE	Kings Branch Drive South	Monarch Circle
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
KING MARK DRIVE	Kings Gate Drive West	Dead-end
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
SELESTE DRIVE	Rose Ching Drive	Haley Drive
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	
HEATHER COURT	Remington Estates Drive	Dead-end
	Price for one (1) mowing, trimming, and edging \$ <u>N/B</u>	

HALEY DRIVE	Seleste Drive	Dead-end
	Price for one (1) mowing, trimming, and edging \$	N/B
MONICA COURT	Remington Estates Drive	Dead-end
	Price for one (1) mowing, trimming, and edging \$	N/B
REMINGTON PARK COURT	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$	N/B
REMINGTON DRIVE	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$	N/B
CHING DAIRY ROAD	Moffett Road	3130 Ching Dairy Road
	Price for one (1) mowing, trimming, and edging \$	N/B
BRACKETT DRIVE	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$	N/B

City of Mobile
Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
 - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
 - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
 - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course (Gaillard Drive), Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road)
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides (If applied by contractor)

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide/Herbicide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide/Herbicide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion.

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of herbicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a “competent person” at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
 - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV’s or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
 - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a “slow moving vehicle” placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- If a Contractor will be applying herbicide, contractor shall have a the appropriate License or be authorized to apply herbicides under a licensed applicator.
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)

ADDENDUM



March 17, 2025

RE: City of Mobile Bid #5939 for RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

DELETE

ANNEXED AREA MOWING CONTRACT SHEETS (pg 10-11 of bid)

REPLACE WITH

ATTACHED FORM – CONTAINS ADDITIONAL STREETS

An updated pricing sheet will be emailed to the address we have on file for your company, and all bid documents are located at <https://www.cityofmobile.org/BIDS/?bid=3854>.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile

JP/en

 4/03/25



ADDENDUM 2

April 1, 2025

RE: CITY OF MOBILE BID #5939 FOR RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

MOWING IN ANNEXED AREA

ADD

All streets in the annexed area will be mowed every 3 weeks.

Thank you for your consideration in this matter.

A blue ink signature of John Paine.

John Paine
Purchasing Agent
City of Mobile

JP/en

A blue ink signature and the date '4/03/25' written in blue ink.



City of Mobile
205 Government Street, Mobile, AL 36644
4/03/2025

At B&B Lawn/Landscaping, we're proud to offer a wide range of landscape services. With crew members' great attention to detail, we champion a reputation for neat and efficient work. We take pride in our work and strive to exceed our customers' expectations. We thank you for considering our company for this opportunity to serve you. Please see our service proposal below.

B&B Lawn/Landscaping was established in 2021, and has since scaled to 15 full time employees. We currently provide service across the Mississippi and Alabama Gulf Coast. We hold current contracts with Jackson County Board of Supervisors, Jackson County Utilities Authority and City of Moss Point Parks and Recreation, totaling 120 properties/facilities. We also currently provide services to an additional 50 commercial and residential properties. B&B has 4 supervisors responsible for quality control, service and safety. We have 12 field employees who provide the duties and services to fulfill all expectations on each maintenance and installation project. Our fleet consists of six crew cab trucks, three landscaper trucks, and one box truck, all for maintenance services. Our maintenance equipment consists of 8 commercial grade hydraulic zero turn mowers as well as all hand-held maintenance equipment. Collectively, we have over 25 years of experience in the lawn and landscape industry. With our combined years of experience, as well as our dedication and fully equipped fleet, we are fully capable of meeting all lawn care and landscaping needs.

EXHIBIT B Insurance Requirements

1. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, 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.

A. 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.

B. COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations 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 Bodily Injury per person/organization
\$2,000,000 general aggregate per project

C. 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.)

D. PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

E. 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 \$2,000,000 per line of coverage.

2. 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.

A. 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.

B. 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

C. 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.

D. 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.

E. 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.

3. Insurance Requirements for Subcontractors

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit, 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.

Exhibit C Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pyron Coastal Insurance 1703 Old Mobile Ave Pascagoula MS 39567		CONTACT NAME: Leanne Vice PHONE (A/C, No, Ext): (228) 762-0557 FAX (A/C, No): (228) 205-4932 E-MAIL ADDRESS: leanne@pyroncoastal.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Benchmark Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2542519401

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

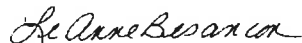
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	CPP02060	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	COMMERCIAL INLAND MARINE EPLI LIABILITY AGGREGATE			CPP02060	10/01/2024	10/01/2025	SCHEDULED EQUIP \$77,500 LEASED/RENTED/LOAN INCLUDED LIABILITY AGGREGATE \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE GENERAL LIABILITY POLICY INCLUDES A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS (GENERAL LIABILITY ADDITIONAL INSURED STATUS INCLUDES ONGOING AND COMPLETED OPS) TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

THE GENERAL LIABILITY POLICY INCLUDES A BLANKET AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES THIS FEATURE TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE

CERTIFICATE HOLDER

City of Mobile P.O. Box 1827 Mobile AL 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 00059610

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Pyron Coastal Insurance		NAMED INSURED B&B Landscaping Services	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE HOLDER THAT REQUIRES SUCH PROVISION.

THE GENERAL LIABILITY POLICY INCLUDES A BLANKET PRIMARY & NON-CONTRIBUTORY ENDORSEMENT THAT APPLIES TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH PROVISION.

THE GENERAL LIABILITY POLICY HAS BEEN ENDORSED TO PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF CITY OF MOBILE.

THE GENERAL LIABILITY POLICY INCLUDES AN ENDORSEMENT PROVIDING THAT 30 DAYS NOTICE OF CANCELLATION WILL BE FURNISHED TO THE CITY OF MOBILE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Devon Decoteau 2115 Old Mobile Ave Pascagoula MS 39567	CONTACT NAME: Devon Decoteau PHONE (A/C, No, Ext): 228-769-2138 E-MAIL: devon.decoteau.r6ru@statefarm.com ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED B & B LAWN/LANDSCAPING LLC 5621 Orchard Rd PASCAGOULA MS 39581		NAIC # 25178

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	355 2425-F10-24A 343 4376-A07-24 336 8519-F19-24A 357 8731-B16-24	12/10/2024 01/07/2025 12/19/2024 08/16/2024	06/10/2025 07/07/2025 06/19/2025 02/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Automobile liability policies include blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

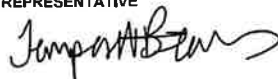
The Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate.

The Automobile policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Automobile policies have been endorsed to provide a Waiver of Subrogation for City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O Box 1827 Mobile, AL 36633-1827 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER  Devon Decoteau 2115 Old Mobile Ave Pascagoula MS 39567	CONTACT NAME: Devon Decoteau PHONE (A/C, No, Ext): 228-769-2138 E-MAIL ADDRESS: devon.decoteau.r6ru@statefarm.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED B & B LAWN/LANDSCAPING LLC 5621 Orchard Rd PASCAGOULA MS 39581	INSURER A: State Farm Mutual Automobile Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	338 4297-B12-24 364 3711-B24-24	02/12/2025 02/24/2025	08/12/2025 08/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2025

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PRODUCER Arthur J. Gallagher Risk Management Services, LLC 633 Delmas Ave Ste A Pascagoula MS 39567	CONTACT NAME: Dane Zelenka PHONE (A/C, No, Ext): 228-863-5362 E-MAIL ADDRESS: Dane_Zelenka@ajg.com FAX (A/C, No): 228-863-1957
INSURED B&B Lawn Landscaping LLC 1102 Resca de la Palma Pascagoula MS 39567	INSURER(S) AFFORDING COVERAGE INSURER A : AmTrust Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 55466085**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐					EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y N/A		KWC1373218	11/8/2024	11/8/2025	X PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

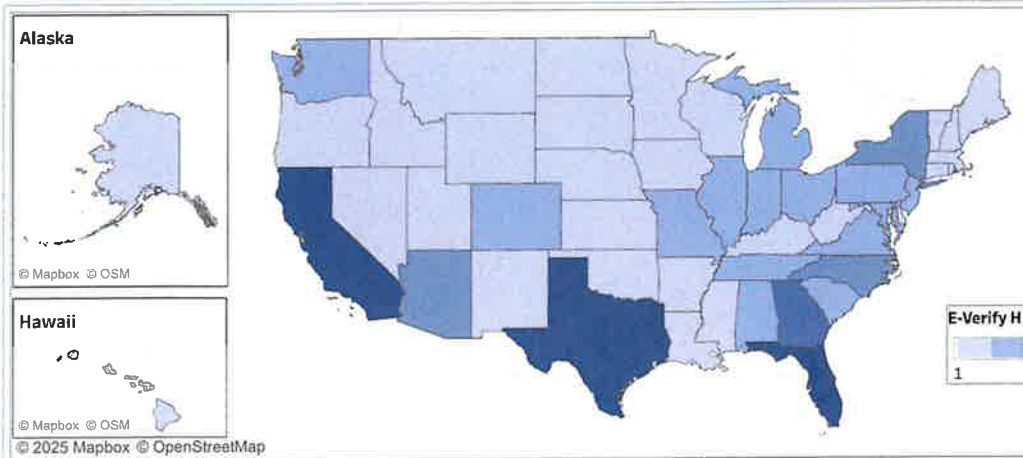
CERTIFICATE HOLDER**CANCELLATION**City of Mobile
PO Box 1827
Mobile AL 36633-1827

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AUTHORIZED REPRESENTATIVE

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Exhibit D Contract E-Verify Documentation



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by Last Updated Date in descending order and default filtered to show employers enrolled 1

Business Name [Input Employer's legal name or DBA name]

B&B LAWN/LANDSCAPING

Industry Type

(All)

Account Status

☒ Open

☒ Terminated

Opted Into E-Verify+

☒ No

☒ Yes

State/Territory

(All)

Date Enrolled [Select last 30 years for all data]

This year

Total Records

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Work Size
4/3/2025	B&B Lawn/Landscaping	B&B Lawn/..	Open	Yes	4/3/2025		10 to

Parameters:

1 Frequency

USCIS updates the search tool daily at approximately 2 a.m. ET. Please email us at E-Verify@uscis.dhs.gov if you have questions about the data results.

2

Accuracy

Employers report their own data at the time they enroll in E-Verify. The accuracy and completeness of the data depend on what was submitted by employers at the time of enrollment and as reported throughout the employer's relationship with E-Verify.

3

Data

The public may not recognize business names that employers use.

Example: An employer enrolls in E-Verify using only their business name (e.g., Baristas Incorporated), but the public may only recognize their DBA name (e.g., Coffee First). If a user searches for the DBA name (Coffee First), the search tool will not return results unless the employer provided the DBA name at enrollment.

If the search tool results include the name of a business that indicate an employer has more than one hiring site or business location, it does not necessarily mean that all of the hiring sites are enrolled in E-Verify. A hiring site is the location where the employer hires employees and completes Form I-9, Employment Eligibility Verification. Employers with multiple locations may choose which of their sites participate in E-Verify.

Example: A user may search for Candy Company and find a listing for Candy Company in the search tool. That does not mean every Candy Company store across the United States is enrolled in E-Verify.

Enrolling In E-Verify Is Easy! Want To Learn More?

Keywords

[DATA](#)[E-VERIFY EMPLOYER SEARCH TOOL](#)[E-VERIFY PARTICIPATING EMPLOYERS](#)

Last Updated Date: 09/24/2024

[Home](#) E-Verify Employer Search

MENU

E-Verify Employer Search

Use the E-Verify search tool to find employers who are currently enrolled in E-Verify. Your search will display the following information:

- **Employer name** – The name the employer used when they enrolled in E-Verify. This can be the business' legal name, a trade name, or an abbreviation.
- **Doing Business As (DBA) name** – The name an employer uses publicly. The public may see the DBA, but the employer may have used another name when they enrolled in E-Verify.
- **Account Status** – Indicates whether the account is currently enrolled or terminated.
- **Enrollment date** – The date the E-Verify Memorandum of Understanding is signed.
- **Termination Date** – The E-Verify Memorandum of Understanding termination date.
- **Workforce size** – Appears as long as the employer reported they have at least five employees.
- **Number of hiring sites** – The total number of locations where employers hire employees and where they complete Form I-9.
- **Hiring site locations** – The geographic location(s) of hiring sites, by state, reported by the employer.



E-Verify Enrollment

Enrollment Completed

You have successfully enrolled your company in E-Verify.

Your E-Verify program administrators will receive their user IDs and passwords by email. Most people receive our confirmation email within a few minutes. Please check email inboxes as well as spam or junk mail folders because sometimes our emails are mistakenly marked as spam.

If the email is not received within 48 hours, contact E-Verify support at E-Verify@uscis.dhs.gov for assistance. **Do not enroll your company again in E-Verify. If you attempt to re-enroll, your enrollment may be delayed.**

Before you go, click on "Download Terms and Conditions" and print or save a copy to share with your Human Resources manager, legal counsel, and other appropriate staff. If you have trouble viewing the documents, make sure you are using the latest version of your Portable Document Format (PDF) viewer software. Thanks for signing up. Your participation is vital in ensuring a legal U.S. workforce.

If you ever have any questions, we're here to help! Email E-Verify support at E-Verify@uscis.dhs.gov.

[Download Terms and Conditions](#)[Log out of E-Verify](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)





B&B Lawn/Landscaping
228-217-8868
BBLawnandLandscaping21@gmail.com
BandBlawn-landscaping.com

REFERENCES

1. Jackson County Utility Authority

Main contact: Amy Thompson
Phone: 228-762-0119 ext 5338
Email: athompson@jcua-ms.us

Relationship: A current client that we hold a contract with for grounds maintenance.

2. Jackson County, Mississippi

Main Contact: Kelly Samples
Phone: 228-219-7726
Email: Kelly_samples@co.jackson.ms.us

Relationship: A current client that we hold a contract with for grounds maintenance. We are also responsible for all flower bed maintenance which includes mulching, pruning and planting.

3. City of Moss Point

Main contact: Donna Joseph
Phone: 228-475-7887.
Email: donna.joseph@cityofmosspoint.org

Relationship: A current client that we hold a contract with for grounds maintenance.

4. Acadian Ambulance

Main contact: Cherry Anthony
Phone: 228-860-8292.
Email: cherry.anthony@acadian.com

Relationship: A current client that we hold a contract with for grounds maintenance.

5. One Main Partners/Chicot Crossing LLC

Main contact: Melissa Trolinger
Phone: 334-300-0564.
Email: mtrolinger@cproperty1.com

Relationship: A current client that we hold a contract with for grounds maintenance.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

B&B Lawn/Landscaping LLC

This name reservation is for the exclusive use of B&B Lawn/Landscaping LLC,
1102 Resca de La Palma, Pascagoula, MS 39567 for a period of one year
beginning May 07, 2024 and expiring May 07, 2025



RES155627

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

May 07, 2024

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 131322

LAST 4 FEIN/SSN: 1051

OWNERSHIP: LLC

STATE ID: MS DL 802571128

ZONING CERT: N/A

LEGAL BUSINESS NAME: B AND B LAWN/LANDSCAPING LLC

PHYSICAL ADDRESS: 5621 ORCHARD RD MS 39581

MAILING ADDRESS: 806 LAKEVIEW DRIVE PASCAGOULA, MS 39567

BUSINESS PHONE: 228-217-8868

CELL PHONE: 228-217-8868

BUSINESS FAX:

START DATE: 04/02/2025

JURISDICTION: OOT

TAX CODES:

TERRITORY: T01

ACCOUNT TYPE: L

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>OWNER ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
B AND B LAWN/LANDSCAPING LLC	LLC	5621 ORCHARD ROAD	PASCAGOULA	MS	39581

LICENSE INFORMATION

<u>CODE</u>	<u>CODE TITLE</u>	<u>YEAR</u>
561730	LAWN AND GARDEN SERVICE(S)	2025
561733	SP TRD CON/LANDSCAPE/LAWN CARE	2025

TEMPORARY LICENSE
CITY OF MOBILE
EXPIRES 6/13/25
SIXTY DAY STATEMENT DUE 6/3/25



PAID

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: BENTLEY BRADY

ID: MS DL 802571128

DATE: 4/2/2025

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Best Price Services LLC for right of way mowing services on various rights of way. Govt St, Airport Blvd, Dauphin St, Zeigler Blvd, Cody Road S, Howells Ferry Rd, Leroy Stevens Rd, Schillinger Road N & S, Sollie Road. One year renewable for 2 addl one yr periods.

Amount of Contract:

As needed at unit prices, approximately \$772,000.00 per year.

Funding Source

General fund.

ATTACHMENTS:

1. 2025 BestPrice ROW Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 6 May 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Right of Way Mowing - Best Price Services LLC

PURPOSE & SCOPE OF PROJECT:

Contract with Best Price Services LLC for right of way mowing services on various rights of way.
Govt St, Airport Blvd, Dauphin St, Zeigler Blvd, Cody Road S, Howells Ferry Rd, Leroy Stevens Rd,
Schillinger Road N & S, Sollie Road. One year renewable for 2 addl one yr periods. General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)

Type: Approx \$772,000.00 per year Amount: _____

Future years

Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5939

How many bidders received bid packages (if applicable): 50 +web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

Low bidder did not have capacity for all streets for which bidder was lowest - Zeigler Blvd was
reassigned to this vendor as 2nd low bid

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Best Price Services LLC, to provide right-of-way mowing services for various locations at specified intervals as needed in an approximate total amount of \$ 772,200.00 per year, for one year, renewable for two additional one-year periods without further approval by Council, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



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

BETWEEN the Owner: **CITY OF MOBILE**
 205 Government Street
 P O Box 1827
 Mobile, Alabama 36633

And the Contractor: **Best Price Services, LLC**
 7057 Forest Glen Court
 Irvington, AL 36544

 City Business License No.: 80325

For the following Project: **RIGHT OF WAY MOWING SERVICES**

 Government Street/Highway 90
 Airport Boulevard
 Dauphin Street
 Zeigler Boulevard
 Cody Road, South
 Howells Ferry Road
 Leroy Stevens Road
 Schillinger Road North
 Schillinger Road South
 Sollie Road

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR



THIS AGREEMENT is made and entered into as of the latter 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 Best Price Services, LLC, hereinafter referred to as "Contractor."

This Agreement, including its 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.

WHEREAS, the City issued Request for Bids #5939 (RFB) for Right of Way Mowing Services on March 13, 2025, and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Right of Way Mowing Services (the "Project"), in accordance with the scope of services as stipulated in the RFB Proposal, and made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the RFB and associated mowing maps posted as part of the RFB, and are incorporated herein by reference.

2.0 TERM

- 2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable at the consent of both parties for two additional one-year periods.

3.0 COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- 3.1 Contractor shall invoice the City upon the successful completion of each mowing cycle for each specified mowing area. The City shall pay the Contractor for the services

rendered hereunder and completed in accordance with the terms and conditions of this Contract, in accordance with the **Fee Schedule** per mowing cycle as set in **Exhibit A**, attached hereto and incorporated herein.

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.

4.0 METHOD 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 Deputy Director of Public Services, or his representative, 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**, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the Deputy Director of Public Services, or his representative, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL 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 Deputy Director of Public Services, or his representative, 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.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit B, City of Mobile Insurance Requirements**, attached hereto and made a part of this Agreement.

7.2 Evidence of **Contractor's Insurance** shall be attached as **Exhibit C** and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.
- 9.0 TIME FOR PERFORMANCE**
- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance

within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the "completion" of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. The date set for the "completion" of each mowing cycle for each location shall be mutually set by the Project Manager and Contractor based on street priority and mowing conditions. Accordingly, the parties to the Contract agree that the City may assess liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these documents exceeds the "completion" time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. Should the City elect to assess liquidated damages, the amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be 5% of the unit price per day.

11.0 FORCE MAJEURE

- 11.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's task order or specified by the City's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

- 12.1** City's designated Project Manager for this work to act as City's representative with respect to this Agreement will be the City's Deputy Director of Public Services, or his

representative. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

- 13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Project Manager, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred

and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

13.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

13.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

14.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

- 15.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 15.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 15.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 15.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

- 16.1** The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
1. Cancel the stop work order; or
 2. Terminate the work covered by the order; or
 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- 16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not

direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project ("Project Manager") is Deputy Director, Public Services, or his designated representative.

17.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o_Purchasing Agent
P.O Box 1948
Mobile AL 36602

CONTRACTOR:
Best Price Services, LLC
7057 Forest Glen Court
Irvington AL 36544]

17.3 Any change in the City's Project Manager or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-

compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

19.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

20.1 Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

21.0 CURE PLAN

21.1 If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

22.1 Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

23.1 The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

24.1 Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

25.1 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

26.1 By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Documentation of Contractor's compliance with E-Verify requirements may be found as **Exhibit D**.

27.0 MISCELLANEOUS

- 27.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 27.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 27.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 27.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 27.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 27.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 27.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 27.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 27.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 27.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 27.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: Best Price Services, LLC

Anthony Richardson, It's Owner (title)
4-28-2025 Date
1

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as Anthony Richardson [title] of Best Price Services, LLC. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 28 day of April, 2025

(SEAL)

Autumn Dexter

Notary Public

My Commission Expires 12/2/2028



CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson
Mayor

ATTEST:

City Clerk

EXHIBIT A Contractor Bid Proposal
EXHIBIT B Insurance Requirements
EXHIBIT C Contractor Evidence of insurance
EXHIBIT D Contractor E-Verify Documentation

EXHIBIT A Contractor Bid Proposal

BID TABULATION FOR BID #5939 RIGHT-OF-WAY MOWING SERVICES

	FREQ* (SEE P2)	SECOR ENTERPRISES	BEST PRICE	B&B LAWN AND LANDSCAPPING	HUGHES 360	MOBILE COMPLETE SERV	BUTLER COMPLETE SERV
GOVT ST/HWY 90	1		\$9,500.00		\$14,500.00	\$9,800.00	\$8,100.00
AIRPORT BLVD	1		\$8,500.00		\$11,900.00	\$12,200.00	\$11,525.00
UNIVERSITY/DEMETROPOLIS	1	\$5,900.00	\$6,500.00		\$7,500.00	\$8,800.00	\$8,500.00
DAUPHIN ST	1		\$3,500.00	\$3,800.00	\$3,990.00	\$5,600.00	\$4,500.00
SPRINGHILL AVE	1		\$3,500.00	\$2,400.00	\$3,250.00	\$5,800.00	\$4,500.00
DIP	1		\$3,500.00	\$2,480.00	\$3,400.00	\$1,400.00	\$1,200.00
MICHIGAN AVE	2		\$3,500.00	\$1,200.00	\$2,490.00	\$1,200.00	\$1,100.00
GRELOT RD	2	\$2,850.00	\$3,500.00		\$4,450.00	\$3,900.00	\$4,200.00
OLD SHELL RD	1	\$1,500.00	\$3,500.00	\$3,500.00	\$2,750.00	\$1,000.00	\$1,500.00
KNOLLWOOD DR	2	\$2,950.00	\$3,500.00	\$3,095.00	\$4,250.00	\$3,700.00	\$3,500.00
HILLCREST RD N	1		\$3,500.00	\$2,400.00	\$3,000.00	\$2,525.00	\$2,200.00
HILLCREST RD S	2		\$3,500.00	\$1,120.00	\$2,500.00	\$950.00	\$800.00
COTTAGE HILL RD	1		\$3,500.00		\$4,550.00	\$3,600.00	\$3,000.00
AZALEA RD	2		\$3,500.00	\$2,880.00	\$5,000.00	\$1,925.00	\$2,400.00
PLEASANT VALLEY RD	1		\$3,500.00		\$1,500.00	\$600.00	\$475.00
ZEIGLER BLVD	1	\$4,250.00	\$4,500.00		\$6,500.00	\$5,700.00	\$4,525.00
HENRY AARON LOOP	1		\$4,500.00		\$4,995.00	\$4,325.00	\$3,950.00
BEAR FORK RD	3		\$1,300.00		\$1,500.00	\$1,100.00	\$900.00
CODY RD N	3	\$950.00	\$1,300.00		\$2,000.00	\$2,400.00	\$2,200.00
CODY RD S	3	\$4,500.00	\$1,300.00		\$2,900.00	\$2,100.00	\$1,725.00
DAWES RD	3		\$1,300.00		\$2,000.00	\$1,200.00	\$1,000.00
DAWES SERVICE RD	3	\$450.00	\$1,300.00		\$1,000.00	\$900.00	\$750.00
FOX FIRE DR	3		\$1,300.00		\$850.00	\$1,200.00	\$800.00
GLIDER AVE	3	\$400.00	\$1,300.00		\$750.00	\$925.00	\$800.00
JEFF HAMILTON EXT	3		\$1,300.00		\$3,000.00	\$1,675.00	\$900.00
HOWELLS FERRY RD	3		\$1,300.00		\$2,800.00	\$2,425.00	\$2,200.00
LEROY STEVENS RD	3		\$1,300.00		\$2,000.00	\$2,200.00	\$2,000.00
OLD GOVT ST RD	3	\$400.00	\$1,300.00		\$1,500.00	\$1,200.00	\$1,000.00
SCHILLINGER RD N	3	\$4,950.00	\$1,300.00		\$2,100.00	\$2,875.00	\$2,200.00
SCHILLINGER RD S	3		\$1,300.00		\$3,500.00	\$2,700.00	\$2,500.00
SOLLIE RD	3	\$4,950.00	\$1,300.00		\$2,500.00	\$2,600.00	\$2,300.00
YORKHAVEN RD	3	\$1,000.00	\$1,300.00		\$900.00	\$1,150.00	\$1,000.00
LAVERNE DR E	3		\$1,300.00		\$250.00	\$1,150.00	\$1,000.00
CHING LYNCH RD	3		\$1,300.00		\$250.00	\$1,225.00	\$1,000.00
MEADOW LN	3		\$1,300.00		\$250.00	\$1,150.00	\$1,000.00
KING MARK DR	3		\$1,300.00		\$250.00	\$1,075.00	\$1,000.00
SELESTE DR	3		\$1,300.00		\$250.00	\$1,250.00	\$1,000.00

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 6 There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used. Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile. The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass. In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation. Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded. If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required. Pricing is non-negotiable. This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets". At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year. The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: • Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. • Their City of Mobile Business License Number. • Their registration with the E-Verify Program, Federal and State. • Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name

Best Price Services, LLC

By

Anthony B. Richards

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6 The following is required and must be filled in: Registration Number with Secretary of State Office <u>316-222</u> City of Mobile Business License Number <u>80325</u> E-Verify Enrollment Number <u>804918</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ☒ NO ☐ Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved. City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.					
	TOTAL					

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name

Best Price Services, LLC

By

Way H. Michale

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6 When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached) The Vendor shall provide documentation of the Litter and Trash/Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed. At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets. A bid bond is not required. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025.</u> Any bids delivered after <u>12:01 PM, Thursday, April 3, 2025,</u> will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025,</u> date for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to <u>December 31, 2025.</u> For questions about this bid submit your questions by E-mail to <u>purchasing@cityofmobile.org.</u> Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <u>cityofmobile.org/bid.</u> Look under <u>Bid #5939.</u> It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC
By Ant B. Michaels

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 6 This is a sealed bid; your response must be in a sealed envelope that has the Bid #5939 on the outside and/or with the date and time of the bid opening 12:01 PM, Thursday, April 3, 2025. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name

Best Price Services, LLC

By

Anty B. Michael

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

Page _____ of _____

Page 594 of 1149

ONLINE LINK TO MAPS OF THE AREAS TO BE MOWED

Annexed Areas –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=58d352f54d7b4592b4fee93a85392710>

Airport Blvd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=fe5afee5e7d64730be789496991440b3>

Azalea Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=b3388583c9234566af88aa85f84eccdc>

Cottage Hill Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=e6a9e76377004f169c7785d90b735bf4>

Dauphin Island Pkwy –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=03d5a955b6174683a76ac6ef4013eb0d>

Dauphin St –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=60b73f5edd4b4ffb9a2f2f25aef362fe>

Grelot Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=185f3df4f67c4456a95ced071fa87741>

Henry Aaron Loop –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=e6fd4651bacc4b8b99ae386b89351c9f>

Hillcrest Rd N –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=513aefc2adf34ea4b30e7211f5230a72>

Hillcrest Rd S –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=20ab7cec8aea442da9022c31c1db4f75>

Knollwood Dr –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=03ee0972d9c042cc80330ef666b3f3f8>

Michigan Ave –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=cf63651e44e44fd598af547a228b7923>

Old Shell Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=fa56e67fede54a84a2c9f3b849d3a333>

Spring Hill Ave –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=df91b16fb77d4264ac429b1de62c2180>

University Blvd & Demetropolis Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=2c92d2db0f874354b6c8eccfce12c449>

USHY 90 W –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=f7f92ab5a3d64c07a6ade59854396501>

Zeigler Blvd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=305a07b973c145fe847c091987603a2e>

MAIN THOROUGHFARE MOWING CONTRACT STREETS:

STREET	FROM	TO
Government Street/Highway 90	Just east of Eslava Creek	Bellingrath Road
Price for one (1) mowing, trimming, and edging \$ 9,500.00		
Airport Blvd.	Florida Street	City Limits sign
Price for one (1) mowing, trimming, and edging \$ 8,500.00		
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
Price for one (1) mowing, trimming, and edging \$ 6,500.00		
Dauphin Street	Mobile Street	McGregor Avenue
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Dauphin Island Pkwy	Halls Mill Road	Faye Street
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Michigan Avenue (BI-WEEKLY)	S Broad Street	California Street
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Grelot Road (BI-WEEKLY)	University Blvd	Just East of Dawes Road
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Old Shell Road	Cody Road	Wacker Lane
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Knollwood Drive (BI-WEEKLY)	Cottage Hill Park	Highway 90
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Hillcrest Road North	Airport Blvd	Girby Road
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Hillcrest Road South (BI-WEEKLY)	Girby Road	Three Notch Road
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Cottage Hill Road	Pleasant Valley Road	McFarland Blvd
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Azalea Road (BI-WEEKLY)	Michael Blvd	Moncliff Drive
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Pleasant Valley Road (MEDIANS ONLY)	Azalea Road	Davidson School Drive
Price for one (1) mowing, trimming, and edging \$ 3,500.00		
Zeigler Blvd	Gaillard Drive	8050 Zeigler Blvd
Price for one (1) mowing, trimming, and edging \$ 4,500.00		

HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	TO
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging \$ 4,500.00

ANNEXED AREA MOWING CONTRACT STREETS

STREET	FROM	TO
BEAR FORK ROAD	Jarrett Road	Moffett Road
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
CODY ROAD NORTH	Just north of Gurley Road North	Deadend
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
CODY ROAD SOUTH	Airport Boulevard	Cottage Hill Road
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
DAWES ROAD	Airport Boulevard	Jeff Hamilton (Clarke Rd to just south of Walmart)
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
DAWES SERVICE ROAD	Old Government Street	Kimberlin Drive North
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
FOXFIRE DRIVE	Schillinger Road North	Deadend (unmaintained area only)
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
GLIDER AVENUE	Dawes	Schillinger
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
JEFF HAMILTON EXT	8601 Jeff Hamilton Ext	Leroy Stevens
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
HOWELLS FERRY ROAD	Cody Road	West of Schillinger
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
LEROY STEVENS ROAD	3470 Leroy Stevens to 3189 Leroy	2534 Leroy Stevens to Dawes Road
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>

OLD GOVERNMENT ST RD	Dawes to Schillinger	7540 Old Government St E to Deadend
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
SCHILLINGER ROAD NORTH	Zeigler Boulevard	1900 Schillinger Road North
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
SCHILLINGER ROAD SOUTH	Hitt Road	3130 Schillinger
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
SOLLIE ROAD	Airport Boulevard	South of Oakbriar Subdivision
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
YORKHAVEN ROAD	7991 Yorkhaven Road	Schillinger
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
LAVERNE DRIVE EAST	Laverne Drive East	Laverne Drive North
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
CHING LYNCH ROAD	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
MEADOW LANE	Kings Branch Drive South	Monarch Circle
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
KING MARK DRIVE	Kings Gate Drive West	Dead-end
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
SELESTE DRIVE	Rose Ching Drive	Haley Drive
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>
HEATHER COURT	Remington Estates Drive	Dead-end
	Price for one (1) mowing, trimming, and edging \$	<u>1300.00</u>

HALEY DRIVE

Seleste Drive

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1300.00

MONICA COURT

Remington Estates Drive

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1300.00

REMINGTON PARK COURT

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1300.00

REMINGTON DRIVE

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1300.00

CHING DAIRY ROAD

Moffett Road

3130 Ching Dairy Road

Price for one (1) mowing, trimming, and edging \$ 1300.00

BRACKETT DRIVE

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1300.00

City of Mobile
Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
 - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
 - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
 - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course (Gaillard Drive), Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road)
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides (If applied by contractor)

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide/Herbicide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide/Herbicide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion.**

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of herbicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a “competent person” at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
 - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV’s or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
 - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a “slow moving vehicle” placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- **If a Contractor will be applying herbicide, contractor shall have a the appropriate License or be authorized to apply herbicides under a licensed applicator.**
- **Failure to comply with safety issues may result in contract termination.**
- **Contractor shall notify the City of Mobile of any incidents reported to them**
- **Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy**



ADDENDUM 2

April 1, 2025

RE: CITY OF MOBILE BID #5939 FOR RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

MOWING IN ANNEXED AREA

ADD

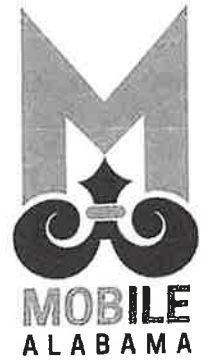
All streets in the annexed area will be mowed every 3 weeks.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile

JP/en

ADDENDUM



March 17, 2025

RE: City of Mobile Bid #5939 for RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

DELETE

ANNEXED AREA MOWING CONTRACT SHEETS (pg 10-11 of bid)

REPLACE WITH

ATTACHED FORM – CONTAINS ADDITIONAL STREETS

An updated pricing sheet will be emailed to the address we have on file for your company, and all bid documents are located at <https://www.cityofmobile.org/BIDS/?bid=3854>.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile

JP/en

EXHIBIT B Insurance Requirements

1. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, 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.

A. 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.

B. COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations 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 Bodily Injury per person/organization
\$2,000,000 general aggregate per project

C. 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.)

D. PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

E. 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 \$2,000,000 per line of coverage.

2. 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.

A. ADDITIONAL INSURED

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.

B. 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

C. 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.

D. 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.

E. 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.

3. Insurance Requirements for Subcontractors

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit, 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.

Exhibit C Contractor Insurance



BESTPRI-03

EGILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NavSav Holdings, LLC 6250 Delaware Street Suite B Beaumont, TX 77706	CONTACT NAME: Elicia Gill	FAX (A/C, No):	
	PHONE (A/C, No, Ext):		
	E-MAIL ADDRESS: eliciagill@navsav.com		
INSURED Best Price Services 7057 FOREST GLENN COURT IRVINGTON, AL 36544	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Western World Insurance Co.		13196
	INSURER B: Nationwide General Ins. Co.		23760
	INSURER C: Wesco Insurance Company		25011
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X	X	NPP6135531	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	X	2006928824-05	9/11/2024	9/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3711367	5/24/2024	5/24/2025	☐ PER STATUTE ☐ OTH-ER
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement that provides this feature to the certificate holder. The General Liability, Automobile Liability policy includes an endorsement providing 30 days of notice of cancellation will be furnished to the City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elicia Gill

Exhibit D Contract E-Verify Documentation

Company ID Number: 804918

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



BESTPRI-03

TTAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER NavSav Holdings, LLC 6250 Delaware Street Suite B Beaumont, TX 77706	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Best Price Services 7057 FOREST GLENN COURT IRVINGTON, AL 36544	INSURER A : Western World Insurance Co.		13196
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	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			NPP6135531	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			2006928824-05	9/11/2024	9/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3711367	5/24/2024	5/24/2025	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

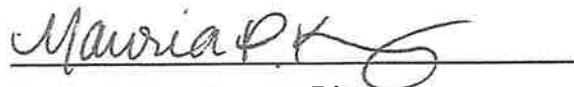
POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BEST PRICE SERVICES LLC T4
7057 FOREST GLENN COURT
IRVINGTON AL 36544

YEAR	LICENSE NO.
2025	80325
ISSUED	EXPIRES
2/2/2025	12/31/2025

561730 LAWN AND GARDEN SERVICE(S)
238990 SUB CONTRACTOR NOT OTHERWISE SPEC



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



BEST PRICE SERVICES LLC
7057 FOREST GLENN CT
IRVINGTON, AL 36544-3671

2 T5 P299 153070



Business Entity Record Copies

Fields marked with an asterisk (*) are required.

State of Alabama Business Entity Record Copies - Confirmation

Please confirm the information below by selecting the checkbox below before proceeding to payment. If this information is not correct, please click "Search Again". If you would like to request another certificate, click "Continue" below.

Alabama Entity ID: 000-316-222

Complete Legal Name of Entity: BEST PRICE SERVICES LLC

Entity Type: DLL

State/County of Formation: Mobile County

Domestic Formation Date: 08/11/2014

* ☐ I acknowledge and confirm that the above information is correct.

Continue

Search Again

For more information about Business Entity Copies please visit the Secretary of State's website.

For policy-related questions please contact: (334) 242-5324 or business.services@sos.alabama.gov

For technical assistance please contact: (334) 853-3466 or support@alabamainteractive.com

For login assistance please email subscriptions@alabamainteractive.com

The Alabama Secretary of State is a non-profit, non-partisan office established by the Alabama Constitution. The Alabama Secretary of State is the chief administrative officer of the Alabama Department of Commerce and is responsible for the administration of the state's economic development programs. The state's economic development programs include funds to promote economic growth, job creation, and investment in the state's infrastructure.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Best Price Services LLC. for ROW ditch mowing services for Dauphin Island Parkway. One year renewable for 2 addl 1-year periods.

Amount of Contract:

As needed at unit prices. Approximately \$240,000.00 per year.

Funding Source

General Fund.

ATTACHMENTS:

1. 2025 BestPrice ROW Ditch Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 6 May 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Right of Way Ditch Mowing - Best Price Services LLC

PURPOSE & SCOPE OF PROJECT:

Contract with Best Price Services LLC. for ROW ditch mowing services for Dauphin Island Parkway.
One year renewable for 2 addl 1-year periods.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: approx \$240,000.00/year

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5940

How many bidders received bid packages (if applicable): 50 +web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Two bidders withdrew bids: One for one bid item on DIP ditches. Another withdrew bid on all ditches.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Best Price Services LLC, to provide right-of-way ditch mowing services for various locations at specified intervals as needed in an approximate total amount of \$ 240,000.00 per year, for one year, renewable for two additional one-year periods without further approval by Council, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



**AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the Owner: **CITY OF MOBILE**
 205 Government Street
 P O Box 1827
 Mobile, Alabama 36633

And the Contractor: **Best Price Services, LLC**
 7057 Forest Glen Court
 Irvington, AL 36544

City Business License No.: 80325

For the following Project: **RIGHT OF WAY DITCH MOWING SERVICES**
 Dauphin Island Parkway

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR



THIS AGREEMENT is made and entered into as of the latter 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 **Best Price Services, LLC**, hereinafter referred to as "Contractor."

This Agreement, including its 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.

WHEREAS, the City issued **Request for Bids #5940 (RFB) for Right of Way Ditch Mowing Services on March 12, 2025**, and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Right of Way Mowing Services (the "Project"), in accordance with the scope of services as stipulated in the RFB Proposal, and made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the RFB and associated mowing maps posted as part of the RFB, and are incorporated herein by reference.

2.0 TERM

- 2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable at the consent of both parties for two additional one-year periods.

3.0 COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- 3.1 Contractor shall invoice the City upon the successful completion of each mowing cycle for each specified mowing area. The City shall pay the Contractor for the services rendered

hereunder and completed in accordance with the terms and conditions of this Contract, in accordance with the **Fee Schedule** per mowing cycle as set in **Exhibit A**, attached hereto and incorporated herein.

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.

4.0 METHOD 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 Deputy Director of Public Services, or his representative, 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**, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the Deputy Director of Public Services, or his representative, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL 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 Deputy Director of Public Services, or his representative, 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.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit B, City of Mobile Insurance Requirements**, attached hereto and made a part of this Agreement.

7.2 Evidence of **Contractor's Insurance** shall be attached as **Exhibit C** and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm

other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

- 8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in accordance with **Exhibit A**.

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the "completion" of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. The date set for the "completion" of each mowing cycle for each location shall be mutually set by the Project Manager and Contractor based on street priority and mowing conditions. Accordingly, the parties to the Contract agree that the City may

assess liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these documents exceeds the "completion" time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. Should the City elect to assess liquidated damages, the amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be 5% of the unit price per day.

11.0 FORCE MAJEURE

- 11.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's task order or specified by the City's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

- 12.1** City's designated Project Manager for this work to act as City's representative with respect to this Agreement will be the City's Deputy Director of Public Services, or his representative. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

- 13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Project Manager, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have sixty (60) days to submit invoices. Invoices submitted after sixty (60) days may not be accepted for payment.
- 13.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, excluding any period during which such invoice is subject to dispute or clarification, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 13.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

- 14.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- 14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 14.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 14.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- 14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

- 15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 15.2 If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 15.3 Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 15.4 All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices,

unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

- 16.1** The City's Project Manager, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Project Manager shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- 16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

- 17.1** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project ("Project Manager") is Deputy Director, Public Services, or his designated representative.
- 17.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Purchasing Agent
P.O Box 1948
Mobile AL 36602

CONTRACTOR:
Best Price Services, LLC
7057 Forest Glen Court
Irvington, AL 36544

- 17.3 Any change in the City's Project Manager or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

- 18.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

- 19.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction

equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

- 20.1** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

21.0 CURE PLAN

- 21.1** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 22.1** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

- 23.1** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments in compensation or schedule if the changes materially alter the Contractor's obligations.

24.0 ANTI-BOYCOTT

- 24.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

- 25.1** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of

race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

- 26.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Documentation of Contractor's compliance with E-Verify requirements may be found as **Exhibit D**.

27.0 MISCELLANEOUS

- 27.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 27.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 27.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 27.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 27.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 27.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 27.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

- 27.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 27.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 27.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated

costs incurred in connection with enforcement, collection, or defense arising from this agreement.

- 27.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: Best Price Services, LLC

Anthony Richardson, It's Owner (title)
4-28-2025 Date
1

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as Anthony Richardson [title] of Best Price Services, LLC. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 28 day of April, 2025

(SEAL)

Autumn Dexter

Notary Public

My Commission Expires 12/21/2028



CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson
Mayor

ATTEST:

City Clerk

EXHIBIT A Contractor Bid Proposal
EXHIBIT B Insurance Requirements
EXHIBIT C Contractor Evidence of insurance
EXHIBIT D Contractor E-Verify Documentation

EXHIBIT A Contractor Bid Proposal

BID TABULATION FOR BID #5940
RIGHT OF WAY DITCH MOWING SERVICES

Price per Mowing

	Dauphin Island Parkway	Cypress Shores	Trinity Gardens
Butler Complete Services	\$51,000.00 (Vendor withdrew bid)	\$12,200.00	\$7,900.00
Best Price Services	\$60,000.00	\$15,000.00	\$12,000.00
Hughes 360 Services	\$68,040.00	\$17,496.00	\$15,000
Mobile Complete Services	\$59,200.00 (withdrew bid)	\$13,750.00 (withdrew bid)	\$9,100.00 (withdrew bid)

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Purchasing Department
and Package Delivery:

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: lw

Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/12/2025	5940	PUBLIC SERVICES	As Directed

This bid must be received and stamped by the Purchasing office not later than:

12:01 pm, Thursday, April 3, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RIGHT OF WAY DITCH MOWING SERVICES The City of Mobile is seeking bids on mowing of City of Mobile Ditches in the Cypress Shores, Trinity Gardens, and Dauphin Island Parkway Areas as per the following and attached specifications. Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below. The City defines a mowing cycle (cycle) as having a ditch or area mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions. The City's desire is to have all areas mowed in an eight (8) week cycle or four (4) times per year between <u>May 2025</u>, and <u>November 30, 2025</u>. The mowing cycles will have all areas mowed in fifty six (56) days starting in <u>May 2025</u>. There is no guarantee on the number of cycles to be completed. The City's desire is to have all areas mowed (1 mowing cycle) once every eight (8) weeks or fifty six (56) days unless the City notifies the contractor otherwise. Unless explained by the occurrence of a natural disaster (a named tropical storm or hurricane), if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the cost of the streets that exceeded the cycle per day that the cycle time is exceeded.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

State delivery time within _____ days of receipt of P.O.

Firm Name Best Price Services, LLC

Signature Anthony B. Richardson

Type or Print Name Anthony Richardson

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 2 of 7						
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto. If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, all of the ditches awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required. This bid will be awarded on an area basis or group basis as defined on sheet called, <u>Right of Way Ditch Mowing Service Pricing</u>. The City is interested in starting the mowing as soon as possible, per the attached schedule, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: -Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. -Their City of Mobile Business License Number. -Their registration with the E-Verify Program, Federal and State. -Documentation from their insurance carrier that a Certificate of Insurance can be provided within 1 day of notification. The following is required and must be filled in: Registration Number with Secretary of State Office <u>316-222</u> City of Mobile Business License Number <u>80325</u> E-Verify Enrollment Number <u>804918</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES ☒ NO ☐ Contractors who bid on more than one area must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name

By

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 3 of 7						
	Vendor will make available <u>ALL</u> of his Equipment for Inspection. Equipment on order or will be bought if Awarded a contract will not count. Equipment not viewed will not count. Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of the Service Contract is included in this bid package. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the groups of ditches involved. The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been completed during that two week period; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if a cycle time for the area exceeds eight weeks, the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle. When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the ditch mowed.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 7 At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted ditches. A bid bond is not required. A MANDATORY PRE-BID will be held at 10:00 AM Wednesday, March 26, 2025 at The City of Mobile Public Services Building located at 1900 Hurtel St. ATTENDANCE IS MANDATORY. Bids will not be accepted for vendors who did not attend. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025.</u> Any bids delivered after <u>12:01 PM, Thursday, April 3, 2025</u> will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the <u>12:01 PM, Thursday, April 3, 2025</u> date and time for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to <u>December 31, 2025.</u> Maps for this bid may be viewed at: Cypress Shores - https://cityofmobile.maps.arcgis.com/home/item.html?id=c0d3e307527f4372b8756bd96d782f2c Dauphin Island Pkwy - https://cityofmobile.maps.arcgis.com/home/item.html?id=040a6e5a283840efad68946c62b4fa68 Trinity Gardens - https://cityofmobile.maps.arcgis.com/home/item.html?id=8f10418509d94caa8df1a78c06c44221					
	TOTAL					

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC
By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 7 For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under Bid #5940. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications This is a sealed bid; your response must be in a sealed envelope that has the Bid #5940 and your company name on the outside or the date and time of the bid opening. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC
By Dan M. Michael

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 6 of 7 Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Please click the link below for complete specifications and bid package. The City reserves the right to award some, all, or none of the bids received on this bid. At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional years (Mowing						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name

Best Price Services, LLC

By

Amir B. Miller

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 7 of 7 Seasons). If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the Ditch Mowing Group awards for a second or third year (Mowing Seasons). TO BE AWARDED ON A PER ITEM BASIS.						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING
Firm Name Best Price Services, LLC
By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

RIGHT OF WAY DITCH MOWING SERVICES

PRICING SHALL BE A TOTAL PRICE/COST TO MOW ALL THE DITCHES IN EACH GROUP/AREA

DAUPHIN ISLAND PARKWAY DITCH MOWING

PRICE FOR 1 COMPLETE CYCLE \$ 60,000.⁰⁰

CYPRESS SHORES DITCH MOWING

PRICE FOR 1 COMPLETE CYCLE \$ 15,000.⁰⁰

TRINITY GARDENS DITCH MOWING

PRICE FOR 1 COMPLETE CYCLE \$ 12,000.⁰⁰

Maps for this bid may be viewed at:

Cypress Shores –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=c0d3e307527f4372b8756bd96d782f2c>

Dauphin Island Pkwy -

<https://cityofmobile.maps.arcgis.com/home/item.html?id=040a6e5a283840efad68946c62b4fa68>

Trinity Gardens –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=8f10418509d94caa8df1a78c06c44221>

City of Mobile
Ditch Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height no less than 3.00", no more than 5.00") as measured from the soil line
- Contractor is responsible for mowing all of the areas shown on the supplied maps from the edge of the right of way to the pavement; any questions about this should be directed to the designated City contact
- Mowing equipment shall consist of finishing mowers such as push mowers and string trimmers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking ornamental trees; damaged trees shall be replaced, where applicable
- Contractor shall complete each street (including string trimming, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired
- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing

String Trimming

- Vegetation shall be controlled on and around trees, signs, mailboxes, posts, fences, utility poles, light poles, and all stationary objects using a string trimmer
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Spraying

- **NO** herbicide spraying for ditch mowing allowed. The contractor will be charged a **50% penalty** of the mowing cycle's total amount for using herbicide spray if the City of Mobile determines its use during mowing inspection.

Litter

- Any manmade object shall be considered litter

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message of streets completed every two weeks in accordance with the established schedule. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- All specifications must be met before payment is released
- Any initial cleanup is included in the bid price.
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contract employees shall be courteous to the public at all times

- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- This contract is for up to **four** complete cycles that are no longer than **eight** weeks, beginning on April 17, 2023 and ending on November 30, 2023 as shown in the chart attached.
- The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be **paid** for the streets that have been completed during that two week period **{THIS ONLY APPLIES TO DAUPHIN ISLD PKWY DITCH CONTRACT; and only two payments are allowed per each cycle}** ; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if the cycle time for the area exceeds eight weeks the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle. **The contractor CANNOT skip streets but complete the streets' ditches consecutively.** Contractors working on Cypress Shores' ditches will be paid **once** per each completed cycle.
- The contractor must NOT jump from one street until all ditch mowing is completed. Then, proceed to the next street to continue ditch mowing.
- If the contractor completes the streets in a period shorter than eight weeks they will paid on a bi-weekly basis for all streets as they are completed; the contractor may not start the next cycle until the date shown on the above schedule.
- In the event of a natural disaster (a named tropical storm or hurricane) the contract may be suspended for an agreed upon period of time; payment shall not be made for a missed operation
- Any used tires found in or around a ditch will be piled by the contractor in one location accessible to a truck and trailer and the City Public Works' Trash Division contacted for removal.
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Contractor vehicles must be marked with business' name and/or business logo
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall be finely mulched and evenly distributed back into drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, etc.; this includes old debris
- Tree pruning shall remain the responsibility of the City

- The use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted
- Limbs and other debris shall be removed from the site and disposed of in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class - II or Class III as required by the MUTCD for the type of traffic hazard.
- Contractors vehicles shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a "slow moving vehicle" placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken

- **Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill**
- **Failure to comply with safety issues may result in contract termination.**
- **Contractor shall notify the City of Mobile of any incidents reported to them.**
- **Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy**

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
AIRVIEW DR	581.42	0.11	0.32
ALBA AVE	1787.26	0.34	0.99
ALBA CLUB RD	6664.76	1.26	3.69
ALLEN CT	64.95	0.01	0.04
ANNWOOD DR	1673.57	0.32	0.93
ANSON CT	860.04	0.16	0.48
ARC RD	5319.99	1.01	2.94
ARCHER LN	544.38	0.10	0.30
BAKERS LN	398.51	0.08	0.22
BAY CRESCENT DR	1916.21	0.36	1.06
BAY FRONT RD	8700.18	1.65	4.82
BOYKIN BLVD	8079.11	1.53	4.47
BROOKMONT DR	1161.07	0.22	0.64
BRYAN AVE	2261.37	0.43	1.25
CASSIE LN	3157.67	0.60	1.75
CASTER ST	644.11	0.12	0.36
CASTLEWOOD DR N	930.33	0.18	0.51
CASTLEWOOD DR W	789.21	0.15	0.44
CEDAR CRESCENT DR	3684.23	0.70	2.04
CEDAR POINT RD	3348.02	0.63	1.85
CHARLOTTE ST	1209.04	0.23	0.67
CHARMAINE CIR E	528.56	0.10	0.29
CHARMAINE CIR N	851.68	0.16	0.47
CHARMAINE CIR W	723.16	0.14	0.40
CIRCLE CT	139.71	0.03	0.08
CLUB HOUSE RD	11517.96	2.18	6.38
COLEY DR	312.28	0.06	0.17
CREEKWAY DR	2903.43	0.55	1.61
CREEKWAY DR E	650.05	0.12	0.36
CREST BROOK DR	204.04	0.04	0.11
DANIELS RD E	105.01	0.02	0.06
DANIELS RD N	877.82	0.17	0.49
DANIELS RD W	567.67	0.11	0.31
DAUPHIN ISLAND PKWY	7289.27	1.38	4.03
DAYTONA DR	975.74	0.18	0.54
DEL MONTE CT	1085.54	0.21	0.60
DRIFTWOOD DR E	891.49	0.17	0.49
DRIFTWOOD DR N	2439.70	0.46	1.35
DRIFTWOOD DR S	1130.42	0.21	0.63
ELOONG DR	228.54	0.04	0.13
FAYE ST	267.93	0.05	0.15
FRIAR LN	615.36	0.12	0.34
HARBOR VIEW CT	585.52	0.11	0.32
HOPPIN ST	2393.19	0.45	1.32

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
INERARITY RD	877.08	0.17	0.49
JOHNS LN	2603.89	0.49	1.44
KAYSON CT	1344.73	0.25	0.74
LARTIGUE AVE E	1122.84	0.21	0.62
LARTIGUE AVE N	1226.35	0.23	0.68
LARTIGUE AVE S	726.15	0.14	0.40
LEWIS AVE	1372.98	0.26	0.76
LOIS DR	1241.60	0.24	0.69
LOST RIVER RD	2471.34	0.47	1.37
MARINA DR N	1393.08	0.26	0.77
MARTIN CT	424.37	0.08	0.23
MARTINWOOD LN	2253.81	0.43	1.25
MCVOY AVE	1185.90	0.22	0.66
MELODY LN	395.51	0.07	0.22
MERRY LN	826.22	0.16	0.46
MILITARY RD	1484.31	0.28	0.82
NORTH DR	3696.46	0.70	2.05
OLD MILITARY RD	1477.17	0.28	0.82
PARK RD	324.58	0.06	0.18
PINEHAVEN DR	363.96	0.07	0.20
PINELAND PL	96.54	0.02	0.05
PONCE DE LEON DR	773.89	0.15	0.43
PRIMA VERA LN	1187.86	0.22	0.66
RIVER FOREST RD	6110.20	1.16	3.38
RIVERSIDE DR	12268.91	2.32	6.79
RIVERSIDE DR W	501.69	0.10	0.28
ROBIN HOOD DR	1607.09	0.30	0.89
ROSEDALE RD	6962.15	1.32	3.85
RYDERS LN	177.28	0.03	0.10
SCENIC DR	3407.22	0.65	1.89
SCENIC PL	68.45	0.01	0.04
SEAFARER LN	376.33	0.07	0.21
SHORE ACRES DR	3127.60	0.59	1.73
SHORT VAN LIEW RD	1745.88	0.33	0.97
SMITH AVE	440.58	0.08	0.24
STAPLES RD	9521.10	1.80	5.27
STEWART RD	352.10	0.07	0.19
STREAMWOOD DR	255.97	0.05	0.14
TALLAHASSEE DR	673.51	0.13	0.37
TAMPA DR	1014.08	0.19	0.56
TERRELL RD	5647.95	1.07	3.13
TULSA DR	1024.40	0.19	0.57
VALLAS DR	1302.73	0.25	0.72
VAN LIEW RD E	1879.56	0.36	1.04

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
WINSTON RD	1877.25	0.36	1.04
WOOD DR	398.30	0.08	0.22
TOTAL	180,670.45	34.22	100.00



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BEST PRICE SERVICES LLC T4
7057 FOREST GLENN COURT
IRVINGTON AL 36544

YEAR	LICENSE NO.
2025	80325
ISSUED	EXPIRES
2/2/2025	12/31/2025

561730 LAWN AND GARDEN SERVICE(S)
238990 SUB CONTRACTOR NOT OTHERWISE SPEC



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



BEST PRICE SERVICES LLC
7057 FOREST GLENN CT
IRVINGTON, AL 36544-3671

2 T5 P299 153070



Business Entity Record Copies

Fields marked with an asterisk (*) are required.

State of Alabama Business Entity Record Copies - Confirmation

Please confirm the information below by selecting the checkbox below before proceeding to payment. If this information is not correct, please click "Search Again". If you would like to request another certificate, click "Continue" below.

Alabama Entity ID: 000-316-222

Complete Legal Name of Entity: BEST PRICE SERVICES LLC

Entity Type: DLL

State/County of Formation: Mobile County

Domestic Formation Date: 08/11/2014

* ☐ I acknowledge and confirm that the above information is correct.

[Continue](#)

[Search Again](#)

For more information about Business Entity Copies please visit the Secretary of State's website,

for policy-related questions please contact: (334) 243-6324 or business_services@sos.alabama.gov

For technical assistance please contact: (888) 653-3463 or help@alabamainteractive.org

For login assistance please email subscriptions@alabamainteractive.org

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Company ID Number: 804918

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



BESTPRI-03

TTAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NavSav Holdings, LLC 6250 Delaware Street Suite B Beaumont, TX 77706	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Best Price Services 7057 FOREST GLENN COURT IRVINGTON, AL 36544	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Western World Insurance Co.	
	INSURER B : Nationwide General Ins. Co.	
	INSURER C : Wesco Insurance Company	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			NPP6135531	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			2006928824-05	9/11/2024	9/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3711367	5/24/2024	5/24/2025	PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT B Insurance Requirements

1. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, 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.

A. 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.

B. COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations 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 Bodily Injury per person/organization
\$2,000,000 general aggregate per project

C. 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.)

D. PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

E. 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 \$2,000,000 per line of coverage.

2. 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.

A. ADDITIONAL INSURED

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.

B. 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

C. 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.

D. 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.

E. 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.

3. Insurance Requirements for Subcontractors

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit, 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.



BESTPRI-03

EGILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER NavSav Holdings, LLC 6250 Delaware Street Suite B Beaumont, TX 77706	CONTACT NAME: Elicia Gill	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: eliciagill@navsav.com	
INSURED Best Price Services 7057 FOREST GLENN COURT IRVINGTON, AL 36544	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western World Insurance Co.	13196
	INSURER B : Nationwide General Ins. Co.	23760
	INSURER C : Wesco Insurance Company	25011
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	NPP6135531	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY	☒	☒	2006928824-05	9/11/2024	9/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB	☐	☐				EACH OCCURRENCE \$	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE \$
	DED						RETENTION \$	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐	N/A	WWC3711367	5/24/2024	5/24/2025	PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket waiver of subrogation endorsement that provides this feature to the certificate holder. The General Liability, Automobile Liability policy includes an endorsement providing 30 days of notice of cancellation will be furnished to the City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Elicia Gill

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

Exhibit D Contract E-Verify Documentation

Company ID Number: 804918

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1



BESTPRI-03

TTAYLOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

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PRODUCER NavSav Holdings, LLC 6250 Delaware Street Suite B Beaumont, TX 77706	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Best Price Services 7057 FOREST GLENN COURT IRVINGTON, AL 36544	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
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	INSURER C: Wesco Insurance Company	
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INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			NPP6135531	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
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							PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			2006928824-05	9/11/2024	9/11/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3711367	5/24/2024	5/24/2025	PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

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AUTHORIZED REPRESENTATIVE

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BEST PRICE SERVICES LLC T4
7057 FOREST GLENN COURT
IRVINGTON AL 36544

YEAR	LICENSE NO.
2025	80325
ISSUED	EXPIRES
2/2/2025	12/31/2025

561730 LAWN AND GARDEN SERVICE(S)
238990 SUB CONTRACTOR NOT OTHERWISE SPEC



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



BEST PRICE SERVICES LLC
7057 FOREST GLENN CT
IRVINGTON, AL 36544-3671

2 T5 P299 153070



Business Entity Record Copies

Fields marked with an asterisk (*) are required.

State of Alabama Business Entity Record Copies - Confirmation

Please confirm the information below by selecting the checkbox below before proceeding to payment. If this information is not correct, please click "Search Again". If you would like to request another certificate, click "Continue" below.

Alabama Entity ID: 000-316-222

Complete Legal Name of Entity: BEST PRICE SERVICES LLC

Entity Type: DLL

State/County of Formation: Mobile County

Domestic Formation Date: 08/11/2014

* ☐ I acknowledge and confirm that the above information is correct.

[Continue](#)

[Search Again](#)

For more information about Business Entity Copies please visit the Secretary of State's website.

For policy-related questions please contact: (334) 241-5324 or business.services@sos.alabama.gov

For technical assistance please contact: (888) 353-3468 or support@alabamainteractive.org

For login assistance please email subscriptions@alabamainteractive.org

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Butler Complete Services LLC. for ROW mowing services on various rights of way:

Hillcrest Rd N & S, Cottage Hill Rd, Azalea Rd, Pleasant Valley Rd, Henry Aaron Loop, Bear Fork Rd, Dawes Rd, Foxfire Dr, Jeff Ham Rd Ex. One year renewable for 2 addl 1-year periods.

Amount of Contract:

As needed at unit prices. Approximately \$353,400.00 per year.

Funding Source

General fund.

ATTACHMENTS:

1. 2025 Butler ROW Agenda Package

REVIEWERS:

Donald Rose

Scott Collins

Cherlina Monteiro

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 6 May 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Right of Way Mowing - Butler Complete Services LLC

PURPOSE & SCOPE OF PROJECT:

Contract with Butler Complete Services LLC. for ROW mowing services on various rights of way:
Hillcrest Rd N & S, Cottage Hill Rd, Azalea Rd, Pleasant Valley Rd, Henry Aaron Loop, Bear Fork Rd,
Dawes Rd, Foxfire Dr, Jeff Ham Rd Ex. One year renewable for 2 addl 1-year periods. General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: approx \$353,400.00/year

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5939

How many bidders received bid packages (if applicable): 50 +web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

Low bidder did not have capacity for all streets for which bidder was lowest - Zeigler Blvd was
reassigned to another vendor as 2nd low bid

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Butler Complete Services, LLC., to provide right-of-way mowing services for various locations at specified intervals as needed in an approximate total amount of \$353,400.00 per year, for one year, renewable for two additional one-year periods without further approval by Council, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



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

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: Butler Complete Services LLC
2808 Gaslight Lane East
Mobile AL 36695

City Business License No.: 118803

For the following Project: RIGHT OF WAY MOWING SERVICES
Hillcrest Road North
Hillcrest Road South
Cottage Hill Road
Azalea Road
Pleasant Valley Road
Henry Aaron Loop
Bear Fork Road
Dawes Road
Foxfire Drive
Jeff Hamilton Road Extension

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR



THIS AGREEMENT is made and entered into as of the latter 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 **Butler Complete Services LLC.**, hereinafter referred to as "Contractor."

This Agreement, including its 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.

WHEREAS, the City issued Request for Bids #5939 (RFB) for Right of Way Mowing Services on March 13, 2025, and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Right of Way Mowing Services (the "Project"), in accordance with the scope of services as stipulated in the RFB Proposal, and made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the RFB and associated mowing maps posted as part of the RFB, and are incorporated herein by reference.

2.0 TERM

- 2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable at the consent of both parties for two additional one-year periods.

3.0 COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- 3.1** Contractor shall invoice the City upon the successful completion of each mowing cycle for each specified mowing area. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract, in accordance with the **Fee Schedule** per mowing cycle as set in **Exhibit A**, attached hereto and incorporated herein.
- 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.

4.0 METHOD 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 Deputy Director of Public Services, or his representative, 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**, attached hereto and incorporated herein.
- 4.3** The Contractor's invoices shall be in a form satisfactory to the Deputy Director of Public Services, or his representative, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL 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 Deputy Director of Public Services, or his representative, 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.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit B, City of Mobile Insurance Requirements**, attached hereto and made a part of this Agreement.

7.2 Evidence of **Contractor's Insurance** shall be attached as **Exhibit C** and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

- 8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.
- 9.0 TIME FOR PERFORMANCE**
- 9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed

under the provisions of this Contract shall be completed to Substantial Completion in accordance with Exhibit A.

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the "completion" of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. The date set for the "completion" of each mowing cycle for each location shall be mutually set by the Project Manager and Contractor based on street priority and mowing conditions. Accordingly, the parties to the Contract agree that the City may assess liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these documents exceeds the "completion" time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. Should the City elect to assess liquidated damages, the amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be 5% of the unit price per day.

11.0 FORCE MAJEURE

- 11.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's task order or specified by the City's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

- 12.1** City's designated Project Manager for this work to act as City's representative with respect to this Agreement will be the City's Deputy Director of Public Services, or his representative. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

- 13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Project Manager, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

13.6 The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

13.7 After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

14.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

14.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

14.3 Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

14.4 Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement

14.5 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

14.6 Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

15.1 All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.

- 15.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 15.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 15.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

- 16.1** The City's Project Manager, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Project Manager shall take one of the following actions:
1. Cancel the stop work order; or
 2. Terminate the work covered by the order; or
 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- 16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

- 17.1** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project ("Project Manager") is Deputy Director, Public Services, or his designated representative.
- 17.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Purchasing Agent
P.O Box 1948
Mobile AL 36602

CONTRACTOR:

Butler Complete Services LLC
2808 Gaslight Lane East
Mobile AL 36695

- 17.3** Any change in the City's Project Manager or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

- 18.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site

visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

- 19.1** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

- 20.1** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

21.0 CURE PLAN

- 21.1** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 22.1** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating

the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

- 23.1** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

- 24.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

- 25.1** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

- 26.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Documentation of Contractor's compliance with E-Verify requirements may be found as **Exhibit D**.

27.0 MISCELLANEOUS

- 27.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- 27.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 27.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 27.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 27.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 27.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 27.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 27.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel

shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

- 27.14 Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15 Binding Effect.** The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 27.17 Amendment and Waiver.** This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 27.18 Attorney's Fees and Costs.** If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 27.19 Non-Waiver of Rights.** Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20 Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: **Butler Complete Services LLC.**

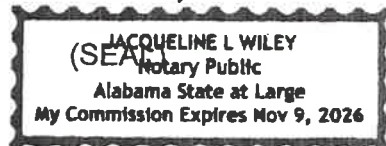
[Signature] It's [Signature] (title)

4/23/25 Date

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as James Butler [title] of **Butler Complete Services LLC.**, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 23rd day of April, 2025.



[Signature]
Notary Public
My Commission Expires

My Commission Expires
November 9, 2026

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson
Mayor

ATTEST:

City Clerk

EXHIBIT A Contractor Bid Proposal
EXHIBIT B Insurance Requirements
EXHIBIT C Contractor Evidence of insurance
EXHIBIT D Contractor E-Verify Documentation

EXHIBIT A Contractor Bid Proposal

BID TABULATION FOR BID #5939 RIGHT-OF-WAY MOWING SERVICES

	FREQ* (SEE P2)	SECOR ENTERPRISES	BEST PRICE	B&B LAWN AND LANDSCAPPING	HUGHES 360	MOBILE COMPLETE SERV	BUTLER COMPLETE SERV
GOVT ST/HWY 90	1		\$9,500.00		\$14,500.00	\$9,800.00	\$8,100.00
AIRPORT BLVD	1		\$8,500.00		\$11,900.00	\$12,200.00	\$11,525.00
UNIVERSITY/DEMETROPOLIS	1	\$5,900.00	\$6,500.00		\$7,500.00	\$8,800.00	\$8,500.00
DAUPHIN ST	1		\$3,500.00	\$3,800.00	\$3,990.00	\$5,600.00	\$4,500.00
SPRINGHILL AVE	1		\$3,500.00	\$2,400.00	\$3,250.00	\$5,800.00	\$4,500.00
DIP	1		\$3,500.00	\$2,480.00	\$3,400.00	\$1,400.00	\$1,200.00
MICHIGAN AVE	2		\$3,500.00	\$1,200.00	\$2,490.00	\$1,200.00	\$1,100.00
GRELOT RD	2	\$2,850.00	\$3,500.00		\$4,450.00	\$3,900.00	\$4,200.00
OLD SHELL RD	1	\$1,500.00	\$3,500.00	\$3,500.00	\$2,750.00	\$1,000.00	\$1,500.00
KNOLLWOOD DR	2	\$2,950.00	\$3,500.00	\$3,095.00	\$4,250.00	\$3,700.00	\$3,500.00
HILLCREST RD N	1		\$3,500.00	\$2,400.00	\$3,000.00	\$2,525.00	\$2,200.00
HILLCREST RD S	2		\$3,500.00	\$1,120.00	\$2,500.00	\$950.00	\$2,200.00
COTTAGE HILL RD	1		\$3,500.00		\$4,550.00	\$3,600.00	\$2,200.00
AZALEA RD	2		\$3,500.00	\$2,880.00	\$5,000.00	\$1,925.00	\$2,200.00
PLEASANT VALLEY RD	1		\$3,500.00		\$1,500.00	\$600.00	\$2,200.00
ZEIGLER BLVD	1	\$4,250.00	\$4,500.00		\$6,500.00	\$5,700.00	\$4,525.00
HENRY AARON LOOP	1		\$4,500.00		\$4,995.00	\$4,325.00	\$3,950.00
BEAR FORK RD	3		\$1,300.00		\$1,500.00	\$1,100.00	\$900.00
CODY RD N	3	\$950.00	\$1,300.00		\$2,000.00	\$2,400.00	\$2,200.00
CODY RD S	3	\$4,500.00	\$1,300.00		\$2,900.00	\$2,100.00	\$1,725.00
DAWES RD	3		\$1,300.00		\$2,000.00	\$1,200.00	\$1,000.00
DAWES SERVICE RD	3	\$450.00	\$1,300.00		\$1,000.00	\$900.00	\$750.00
FOX FIRE DR	3		\$1,300.00		\$850.00	\$1,200.00	\$800.00
GLIDER AVE	3	\$400.00	\$1,300.00		\$750.00	\$925.00	\$800.00
JEFF HAMILTON EXT	3		\$1,300.00		\$3,000.00	\$1,675.00	\$900.00
HOWELLS FERRY RD	3		\$1,300.00		\$2,800.00	\$2,425.00	\$2,200.00
LEROY STEVENS RD	3		\$1,300.00		\$2,000.00	\$2,200.00	\$2,000.00
OLD GOVT ST RD	3	\$400.00	\$1,300.00		\$1,500.00	\$1,200.00	\$1,000.00
SCHILLINGER RD N	3	\$4,950.00	\$1,300.00		\$2,100.00	\$2,875.00	\$2,200.00
SCHILLINGER RD S	3		\$1,300.00		\$3,500.00	\$2,700.00	\$2,500.00
SOLLIE RD	3	\$4,950.00	\$1,300.00		\$2,500.00	\$2,600.00	\$2,300.00
YORKHAVEN RD	3	\$1,000.00	\$1,300.00		\$900.00	\$1,150.00	\$1,000.00
LAVERNE DR E	3		\$1,300.00		\$250.00	\$1,150.00	\$1,000.00
CHING LYNCH RD	3		\$1,300.00		\$250.00	\$1,225.00	\$1,000.00
MEADOW LN	3		\$1,300.00		\$250.00	\$1,150.00	\$1,000.00
KING MARK DR	3		\$1,300.00		\$250.00	\$1,075.00	\$1,000.00
SELESTE DR	3		\$1,300.00		\$250.00	\$1,250.00	\$1,000.00

		SECOR		B&B LAWN AND		MOBILE	BUTLER
	FREQ*	ENTERPRISES	BEST PRICE	LANDSCAPPING	HUGHES 360	COMPLETE	COMPLETE
						SERV	SERV
HEATHER CT	3		\$1,300.00		\$250.00	\$1,075.00	\$1,000.00
HALEY DR	3		\$1,300.00		\$250.00	\$1,025.00	\$1,000.00
MONICA CT	3		\$1,300.00		\$250.00	\$1,100.00	\$1,000.00
REMINGTON PARK CT	3		\$1,300.00		\$250.00	\$1,025.00	\$1,000.00
REMINGTON DR	3		\$1,300.00		\$250.00	\$1,150.00	\$1,000.00
CHING DAIRY RD	3		\$1,300.00		\$250.00	\$1,100.00	\$1,000.00
BRACKETT DR	3		\$1,300.00		\$250.00	\$1,050.00	\$1,000.00

***FREQUENCY**

1 = EVERY WEEK

2 = BI-WEEKLY

3 = EVERY THIRD WEEK

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Postal Service Does Not Deliver to This Street Address

en

Buyer: 002

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/13/2025	5939	PARKS	As Directed

12:01 PM, Thursday, April 3, 2025

Page 693 of 1149

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 6 There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used. Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile. The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass. In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation. Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded. If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required. Pricing is non-negotiable. This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets". At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year. The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: • Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. • Their City of Mobile Business License Number. • Their registration with the E-Verify Program, Federal and State. • Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
					TOTAL	

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name

Butter Complete Services LLC

By

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

Page _____ of _____

Page 696 of 1149

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6 When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached) The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed. At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets. A bid bond is not required. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025.</u> Any bids delivered after <u>12:01 PM, Thursday, April 3, 2025,</u> will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025,</u> date for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to <u>December 31, 2025.</u> For questions about this bid submit your questions by E-mail to <u>purchasing@cityofmobile.org</u>. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under <u>Bid #5939.</u> It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services LLC
By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 6 This is a sealed bid; your response must be in a sealed envelope that has the Bid #5939 on the outside and/or with the date and time of the bid opening 12:01 PM, Thursday, April 3, 2025. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services LLC
By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 6 of 6 CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. This bid is being awarded for one (1) mowing season (April to October). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season. TO BE AWARDED ON A STREET-BY-STREET BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services LLC
By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

ONLINE LINK TO MAPS OF THE AREAS TO BE MOWED

Annexed Areas –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=58d352f54d7b4592b4fee93a85392710>

Airport Blvd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=fe5afee5e7d64730be789496991440b3>

Azalea Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=b3388583c9234566af88aa85f84eccdc>

Cottage Hill Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=e6a9e76377004f169c7785d90b735bf4>

Dauphin Island Pkwy –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=03d5a955b6174683a76ac6ef4013eb0d>

Dauphin St –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=60b73f5edd4b4ffb9a2f2f25aef362fe>

Grelot Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=185f3df4f67c4456a95ced071fa87741>

Henry Aaron Loop –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=e6fd4651bacc4b8b99ae386b89351c9f>

Hillcrest Rd N –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=513aefc2adf34ea4b30e7211f5230a72>

Hillcrest Rd S –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=20ab7cec8aea44da9022c31c1db4f75>

Knollwood Dr –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=03ee0972d9c042cc80330ef666b3f3f8>

Michigan Ave –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=cf63651e44e44fd598af547a228b7923>

Old Shell Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=fa56e67fede54a84a2c9f3b849d3a333>

Spring Hill Ave –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=df91b16fb77d4264ac429b1de62c2180>

University Blvd & Demetropolis Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=2c92d2db0f874354b6c8eccfce12c449>

USHY 90 W –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=f7f92ab5a3d64c07a6ade59854396501>

Zeigler Blvd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=305a07b973c145fe847c091987603a2e>

MAIN THOROUGHFARE MOWING CONTRACT STREETS:

STREET	FROM	TO
Government Street/Highway 90	Just east of Eslava Creek	Bellingrath Road
Price for one (1) mowing, trimming, and edging \$		8,100.00
Airport Blvd.	Florida Street	City Limits sign
Price for one (1) mowing, trimming, and edging \$		11,525.00
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
Price for one (1) mowing, trimming, and edging \$		8,600.00
Dauphin Street	Mobile Street	McGregor Avenue
Price for one (1) mowing, trimming, and edging \$		4,500.00
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
Price for one (1) mowing, trimming, and edging \$		4,500.00
Dauphin Island Pkwy	Halls Mill Road	Faye Street
Price for one (1) mowing, trimming, and edging \$		1,200.00
Michigan Avenue (BI-WEEKLY)	S Broad Street	California Street
Price for one (1) mowing, trimming, and edging \$		1,100.00
Grelot Road (BI-WEEKLY)	University Blvd	Just East of Dawes Road
Price for one (1) mowing, trimming, and edging \$		4,200.00
Old Shell Road	Cody Road	Wacker Lane
Price for one (1) mowing, trimming, and edging \$		1,500.00
Knollwood Drive (BI-WEEKLY)	Cottage Hill Park	Highway 90
Price for one (1) mowing, trimming, and edging \$		3,500.00
Hillcrest Road North	Airport Blvd	Girby Road
Price for one (1) mowing, trimming, and edging \$		2,200.00
Hillcrest Road South (BI-WEEKLY)	Girby Road	Three Notch Road
Price for one (1) mowing, trimming, and edging \$		800.00
Cottage Hill Road	Pleasant Valley Road	McFarland Blvd
Price for one (1) mowing, trimming, and edging \$		3,000.00
Azalea Road (BI-WEEKLY)	Michael Blvd	Moncliff Drive
Price for one (1) mowing, trimming, and edging \$		2,400.00
Pleasant Valley Road (MEDIANS ONLY)	Azalea Road	Davidson School Drive
Price for one (1) mowing, trimming, and edging \$		475.00
Zeigler Blvd	Gaillard Drive	8050 Zeigler Blvd
Price for one (1) mowing, trimming, and edging \$		4,525.00

HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	TO
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging \$ 3,950.00

ANNEXED AREA MOWING CONTRACT STREETS

STREET	FROM	TO
BEAR FORK ROAD	Jarrett Road	Moffett Road
	Price for one (1) mowing, trimming, and edging \$	900.00
CODY ROAD NORTH	Just north of Gurley Road North	Deadend
	Price for one (1) mowing, trimming, and edging \$	2,200.00
CODY ROAD SOUTH	Airport Boulevard	Cottage Hill Road
	Price for one (1) mowing, trimming, and edging \$	1725.00
DAWES ROAD	Airport Boulevard	Jeff Hamilton (Clarke Rd to just south of Walmart)
	Price for one (1) mowing, trimming, and edging \$	1,000.00
DAWES SERVICE ROAD	Old Government Street	Kimberlin Drive North
	Price for one (1) mowing, trimming, and edging \$	750.00
FOXFIRE DRIVE	Schillinger Road North	Deadend (unmaintained area only)
	Price for one (1) mowing, trimming, and edging \$	800.00
GLIDER AVENUE	Dawes	Schillinger
	Price for one (1) mowing, trimming, and edging \$	800.00
JEFF HAMILTON EXT	8601 Jeff Hamilton Ext	Leroy Stevens
	Price for one (1) mowing, trimming, and edging \$	900.00
HOWELLS FERRY ROAD	Cody Road	West of Schillinger
	Price for one (1) mowing, trimming, and edging \$	2,200.00
LEROY STEVENS ROAD	3470 Leroy Stevens to 3189 Leroy	2534 Leroy Stevens to Dawes Road
	Price for one (1) mowing, trimming, and edging \$	2,000.00

OLD GOVERNMENT ST RD	Dawes to Schillinger	7540 Old Government St E to Deadend
	Price for one (1) mowing, trimming, and edging \$	1,000.00
SCHILLINGER ROAD NORTH	Zeigler Boulevard	1900 Schillinger Road North
	Price for one (1) mowing, trimming, and edging \$	2,200.00
SCHILLINGER ROAD SOUTH	Hitt Road	3130 Schillinger
	Price for one (1) mowing, trimming, and edging \$	2,500.00
SOLLIE ROAD	Airport Boulevard	South of Oakbriar Subdivision
	Price for one (1) mowing, trimming, and edging \$	2,300.00
YORKHAVEN ROAD	7991 Yorkhaven Road	Schillinger
	Price for one (1) mowing, trimming, and edging \$	1,000.00
LAVERNE DRIVE EAST	Laverne Drive East	Laverne Drive North
	Price for one (1) mowing, trimming, and edging \$	1,000.00
CHING LYNCH ROAD	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$	1,000.00
MEADOW LANE	Kings Branch Drive South	Monarch Circle
	Price for one (1) mowing, trimming, and edging \$	1,000.00
KING MARK DRIVE	Kings Gate Drive West	Dead-end
	Price for one (1) mowing, trimming, and edging \$	1,000.00
SELESTE DRIVE	Rose Ching Drive	Haley Drive
	Price for one (1) mowing, trimming, and edging \$	1,000.00
HEATHER COURT	Remington Estates Drive	Dead-end
	Price for one (1) mowing, trimming, and edging \$	1,000.00

HALEY DRIVE

Seleste Drive

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1,000.00

MONICA COURT

Remington Estates Drive

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1,000.00

REMINGTON PARK COURT

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1,000.00

REMINGTON DRIVE

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1,000.00

CHING DAIRY ROAD

Moffett Road

3130 Ching Dairy Road

Price for one (1) mowing, trimming, and edging \$ 1,000.00

BRACKETT DRIVE

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$ 1,000.00

City of Mobile
Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
 - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
 - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
 - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course (Gaillard Drive), Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road)
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides (if applied by contractor)

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide/Herbicide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide/Herbicide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion.

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of herbicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
 - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
 - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a "slow moving vehicle" placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- If a Contractor will be applying herbicide, contractor shall have a the appropriate License or be authorized to apply herbicides under a licensed applicator.
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



RE: EQUIPMENT AND PERSONNEL FOR BUTLER COMPLETE MANAGEMENT LLC

Commercial mowers – Kubota mowers

Stihl – weed eaters, blowers, and edgers

Personnel - We have the same crew /personnel that has worked with us on the previous contracts for the last 6 years or more with the city of Mobile.

Please contact us for any questions or for anything else needed.

Butler Complete Services LLC



James Butler – Owner

251-591-7278

ADDENDUM



March 17, 2025

RE: City of Mobile Bid #5939 for RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

DELETE

ANNEXED AREA MOWING CONTRACT SHEETS (pg 10-11 of bid)

REPLACE WITH

ATTACHED FORM – CONTAINS ADDITIONAL STREETS

An updated pricing sheet will be emailed to the address we have on file for your company, and all bid documents are located at <https://www.cityofmobile.org/BIDS/?bid=3854>.

Thank you for your consideration in this matter.


John Palne
Purchasing Agent
City of Mobile

JP/en



ADDENDUM 2

April 1, 2025

RE: CITY OF MOBILE BID #5939 FOR RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

MOWING IN ANNEXED AREA

ADD

All streets in the annexed area will be mowed every 3 weeks.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile

JP/en

A stylized signature in black ink, likely belonging to a representative of the City of Mobile, positioned above a horizontal line.

EXHIBIT B Insurance Requirements

1. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, 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.

A. 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.

B. COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations 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 Bodily Injury per person/organization
\$2,000,000 general aggregate per project

C. 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.)

D. PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

E. 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 \$2,000,000 per line of coverage.

2. 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.

A. ADDITIONAL INSURED

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.

B. 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

C. 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.

D. 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.

E. 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.

3. Insurance Requirements for Subcontractors

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit, 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.

Exhibit C Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern Shield Group, Inc. 11141 Hwy 31 Ste B Spanish Fort AL 36527		CONTACT NAME: Garry Bulman PHONE (A/C, No, Ext): (251) 725-9172 FAX (A/C, No): (251) 725-9173 E-MAIL ADDRESS: garry@southernshieldinsurance.com	
INSURED BUTLER COMPLETE SERVICES, LLC 2808 GASLIGHT LN E MOBILE AL 36695		INSURER(S) AFFORDING COVERAGE INSURER A: ACE PROP & CAS INS CO INSURER B: INTEGON NATL INS CO INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20699 29742	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	D97155161	03/25/2025	03/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED	
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	2007285786	01/08/2025	01/08/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			D97155185	03/25/2025	03/25/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
			☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies have been endorsed to provide Waiver of Subrogation in favor of City of Mobile.

The General Liability, Automobile Liability and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

Contract for Right of Way and Ditch mowing.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE PO BOX 1827 MOBILE AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Exhibit D Contract E-Verify Documentation

Approved by:

Employer Butler Complete Services, LLC	
Name (Please Type or Print) JAMES BUTLER	Title
Signature Electronically Signed	Date 08/01/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Butler Complete Services, LLC
Company Facility Address	2808 Gaslight Ln East Mobile, AL 36695
Company Alternate Address	2808 Gaslight Ln East Mobile, AL 36695
County or Parish	MOBILE
Employer Identification Number	871737327
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Butler Complete Services LLC

This name reservation is for the exclusive use of James Butler, 2808 Gaslight In
East, al, AL 36695 for a period of one year beginning July 11, 2021 and expiring
July 11, 2022



RES963490

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

July 11, 2021

Date

A handwritten signature in black ink, appearing to read 'J. H. Merrill', is written over a horizontal line.

John H. Merrill

Secretary of State



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

1. THE NAME OF THE LIMITED LIABILITY COMPANY

Butler Complete Services LLC

2. THIS FORM WAS PREPARED BY:

James Butler

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

James D Butler
2808 Gaslight In East
Al, AL 36695
MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

- ☐ NON-PROFIT LLC
- ☐ NON-PROFIT SERIES LLC
- ☐ PROFESSIONAL SERIES LLC
- ☐ PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8
- ☐ SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State
872-343 DLL
Date 07/11/2021
Time 10:00:00
File \$100.00
County \$100.00
Exp \$0.00
Total \$200.00

6. THE UNDERSIGNED SPECIFY 07/11/2021 10:00:52 AS THE EFFECTIVE DATE AND THE TIME OF FILING

☐

ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Not Applicable

07/11/2021

DATE

James D Butler Owner

ELECTRONIC SIGNATURE & TITLE

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BUTLER COMPLETE SERVICES, LLC T6
2808 GASLIGHT LANE EAST
MOBILE AL 36695

YEAR	LICENSE NO.
2025	118803
ISSUED	EXPIRES
2/2/2025	12/31/2025

561730 LAWN AND GARDEN SERVICE(S)



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



BUTLER COMPLETE SERVICES, LLC
2808 GASLIGHT LN E
MOBILE, AL 36695-3106

16 T1 P5748 153070



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Butler Complete Services LLC. for ROW ditch mowing services for Cypress Shores and Trinity Gardens. One year renewable for 2 addl 1-year periods.

Amount of Contract:

As needed at unit pricing. Approximately \$80,400.00 per year.

Funding Source

General fund.

ATTACHMENTS:

1. 2025 Butler ROW DitchAgenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 6 May 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Right of Way Ditch Mowing - Butler Complete Services LLC

PURPOSE & SCOPE OF PROJECT:

Contract with Butler Complete Services LLC. for ROW ditch mowing services for Cypress Shores and Trinity Gardens. One year renewable for 2 addl 1-year periods.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: approx \$80,400.00/year

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5940

How many bidders received bid packages (if applicable): 50 +web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Two bidders withdrew bids: One for one bid item on DIP ditches. Another withdrew bid on all ditches.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Butler Complete Services, LLC, to provide right-of-way ditch mowing services for various locations at specified intervals as needed in an approximate total amount of \$80,400.00 per year, for one year, renewable for two additional one-year periods without further approval by Council, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



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

BETWEEN the Owner: **CITY OF MOBILE**
 205 Government Street
 P O Box 1827
 Mobile, Alabama 36633

And the Contractor: **Butler Complete Services LLC**
 2808 Gaslight Lane East
 Mobile AL 36695

City Business License No.: 118803

For the following Project: RIGHT OF WAY DITCH MOWING SERVICES
 Cypress Shores
 Trinity Gardens

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR



THIS AGREEMENT is made and entered into as of the latter 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 **Butler Complete Services LLC**, hereinafter referred to as "Contractor."

This Agreement, including its 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.

WHEREAS, the City issued **Request for Bids #5940 (RFB) for Right of Way Ditch Mowing Services on March 12, 2025**, and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Right of Way Mowing Services (the "Project"), in accordance with the scope of services as stipulated in the RFB Proposal, and made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the RFB and associated mowing maps posted as part of the RFB, and are incorporated herein by reference.

2.0 TERM

- 2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable at the consent of both parties for two additional one-year periods.

3.0 COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- 3.1 Contractor shall invoice the City upon the successful completion of each mowing cycle for each specified mowing area. The City shall pay the Contractor for the services rendered hereunder

and completed in accordance with the terms and conditions of this Contract, in accordance with the **Fee Schedule** per mowing cycle as set in **Exhibit A**, attached hereto and incorporated herein.

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.

4.0 METHOD 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 Deputy Director of Public Services, or his representative, 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**, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the Deputy Director of Public Services, or his representative, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL 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 Deputy Director of Public Services, or his representative, 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.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit B, City of Mobile Insurance Requirements**, attached hereto and made a part of this Agreement.

7.2 Evidence of **Contractor's Insurance** shall be attached as **Exhibit C** and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

8.2 The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.

8.3 The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission,

percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

8.4 Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.

8.5 The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

8.6 The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.

8.7 The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

9.1 Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in accordance with **Exhibit A**.

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the "completion" of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. The date set for the "completion" of each mowing cycle for each location shall be mutually set by the Project Manager and Contractor based on street priority and mowing conditions. Accordingly, the parties to the Contract agree that the City may assess liquidated damages for those items of damage not otherwise provided for by this Contract,

for each and every day that the time consumed in completing the work provided for in these documents exceeds the "completion" time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. Should the City elect to assess liquidated damages, the amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be 5% of the unit price per day.

11.0 FORCE MAJEURE

- 11.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's task order or specified by the City's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

- 12.1** City's designated Project Manager for this work to act as City's representative with respect to this Agreement will be the City's Deputy Director of Public Services, or his representative. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

- 13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Project Manager, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have sixty (60) days to submit invoices. Invoices submitted after sixty (60) days may not be accepted for payment.
- 13.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, excluding any period during which such invoice is subject to dispute or clarification, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 13.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

- 14.1** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may

enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

- 14.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 14.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 14.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 14.5** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- 14.6** Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

- 15.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 15.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 15.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 15.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written

notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

- 16.1** The City's Project Manager, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Project Manager shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- 16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

- 17.1** The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project ("Project Manager") is Deputy Director, Public Services, or his designated representative.
- 17.2** Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Purchasing Agent
P.O Box 1948
Mobile AL 36602

CONTRACTOR:
Butler Complete Services LLC
2808 Gaslight Lane East
Mobile AL 36695

- 17.3** Any change in the City's Project Manager or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

- 18.1** Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

- 19.1** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

- 20.1** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

21.0 CURE PLAN

- 21.1** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 22.1** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

- 23.1** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments in compensation or schedule if the changes materially alter the Contractor's obligations.

24.0 ANTI-BOYCOTT

- 24.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

- 25.1** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

- 26.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Documentation of Contractor's compliance with E-Verify requirements may be found as **Exhibit D**.

27.0 MISCELLANEOUS

- 27.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 27.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 27.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 27.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 27.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 27.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 27.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 27.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 27.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 27.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred in connection with enforcement, collection, or defense arising from this agreement.

- 27.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day date last written below.

CONTRACTOR: **Butler Complete Services LLC**

[Signature], (signature) It's [Signature] (title)

JAMES BUTLER (printed name)

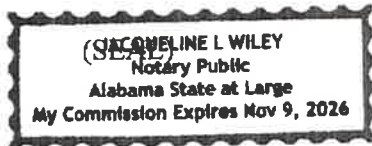
4/24/25 Date

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that James Butler

whose name as OWNER (title) of **Butler Complete Services LLC**, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 24th day of April, 2025.



[Signature]
Notary Public
My Commission Expires

My Commission Expires
November 9, 2026

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson
Mayor

ATTEST:

City Clerk

EXHIBIT A Contractor Bid Proposal
EXHIBIT B Insurance Requirements
EXHIBIT C Contractor Evidence of insurance
EXHIBIT D Contractor E-Verify Documentation

BID TABULATION FOR BID #5940
RIGHT OF WAY DITCH MOWING SERVICES

Price per Mowing

	Dauphin Island Parkway	Cypress Shores	Trinity Gardens
Butler Complete Services	\$51,000.00 (Vendor withdrew bid)	\$12,200.00	\$7,900.00
Best Price Services	\$60,000.00	\$15,000.00	\$12,000.00
Hughes 360 Services	\$68,040.00	\$17,496.00	\$15,000
Mobile Complete Services	\$59,200.00 (withdrew bid)	\$13,750.00 (withdrew bid)	\$9,100.00 (withdrew bid)

EXHIBIT A Contractor Bid Proposal

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

This is Not an Order

READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: lw

Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/12/2025	5940	PUBLIC SERVICES	As Directed

This bid must be received and stamped by the Purchasing office not later than:

12:01 pm, Thursday, April 3, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RIGHT OF WAY DITCH MOWING SERVICES The City of Mobile is seeking bids on mowing of City of Mobile Ditches in the Cypress Shores, Trinity Gardens, and Dauphin Island Parkway Areas as per the following and attached specifications. Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below. The City defines a mowing cycle (cycle) as having a ditch or area mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions. The City's desire is to have all areas mowed in an eight (8) week cycle or four (4) times per year between <u>May 2025</u>, and <u>November 30, 2025</u>. The mowing cycles will have all areas mowed in fifty six (56) days starting in <u>May 2025</u>. There is no guarantee on the number of cycles to be completed. The City's desire is to have all areas mowed (1 mowing cycle) once every eight (8) weeks or fifty six (56) days unless the City notifies the contractor otherwise. Unless explained by the occurrence of a natural disaster (a named tropical storm or hurricane), if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the cost of the streets that exceeded the cycle per day that the cycle time is exceeded.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

State delivery time within 1 days of receipt of P.O.

Phone Number

251-591-7278

Firm Name

Butler Complete Services LLC

Email Address

butler.servicesllc@yahoo.com

Signature

[Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

Type or Print Name

James Butler

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request: Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 7 If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, all of the ditches awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required. This bid will be awarded on an area basis or group basis as defined on sheet called, Right of Way Ditch Mowing Service Pricing. The City is interested in starting the mowing as soon as possible, per the attached schedule, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: -Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. -Their City of Mobile Business License Number. -Their registration with the E-Verify Program, Federal and State. -Documentation from their insurance carrier that a Certificate of Insurance can be provided within 1 day of notification. The following is required and must be filled in: Registration Number with Secretary of State Office <u>872-343</u> City of Mobile Business License Number <u>118803</u> E-Verify Enrollment Number <u>1722021</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES ☒ NO ☐ Contractors who bid on more than one area must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butter Complete Services LLC
By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 7 Vendor will make available <u>ALL</u> of his Equipment for Inspection. Equipment on order or will be bought if Awarded a contract will not count. Equipment not viewed will not count. Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of the Service Contract is included in this bid package. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the groups of ditches involved. The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been completed during that two week period; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if a cycle time for the area exceeds eight weeks, the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle. When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the ditch mowed.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services LLC

By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 7 At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted ditches. A bid bond is not required. A MANDATORY PRE-BID will be held at 10:00 AM Wednesday, March 26, 2025 at The City of Mobile Public Services Building located at 1900 Hurtel St. ATTENDANCE IS MANDATORY. Bids will not be accepted for vendors who did not attend. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025.</u> Any bids delivered after <u>12:01 PM, Thursday, April 3, 2025</u> will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the <u>12:01 PM, Thursday, April 3, 2025</u> date and time for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to <u>December 31, 2025.</u> Maps for this bid may be viewed at: Cypress Shores - https://cityofmobile.maps.arcgis.com/home/item.html?id=c0d3e307527f4372b8756bd96d782f2c Dauphin Island Pkwy - https://cityofmobile.maps.arcgis.com/home/item.html?id=040a6e5a283840efad68946c62b4fa68 Trinity Gardens - https://cityofmobile.maps.arcgis.com/home/item.html?id=8f10418509d94caa8df1a78c06c44221					
	TOTAL					

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butter Complete Services LLC
By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 7 For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under Bid #5940. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications This is a sealed bid; your response must be in a sealed envelope that has the Bid #5940 and your company name on the outside or the date and time of the bid opening. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services LLC
By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 6 of 7						
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Please click the link below for complete specifications and bid package. The City reserves the right to award some, all, or none of the bids received on this bid. At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional years (Mowing					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Butler Complete Services LLC
By [Signature]

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

Page _____ of _____

Page 757 of 1149

RIGHT OF WAY DITCH MOWING SERVICES

PRICING SHALL BE A TOTAL PRICE/COST TO MOW ALL THE DITCHES IN EACH GROUP/AREA

DAUPHIN ISLAND PARKWAY DITCH MOWING

PRICE FOR 1 COMPLETE CYCLE \$ 51,000.00

CYPRESS SHORES DITCH MOWING

PRICE FOR 1 COMPLETE CYCLE \$ 12,200.00

TRINITY GARDENS DITCH MOWING

PRICE FOR 1 COMPLETE CYCLE \$ 7,900.00

Maps for this bid may be viewed at:

Cypress Shores –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=c0d3e307527f4372b8756bd96d782f2c>

Dauphin Island Pkwy -

<https://cityofmobile.maps.arcgis.com/home/item.html?id=040a6e5a283840efad68946c62b4fa68>

Trinity Gardens –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=8f10418509d94caa8df1a78c06c44221>

City of Mobile
Ditch Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height no less than 3.00", no more than 5.00") as measured from the soil line
- Contractor is responsible for mowing all of the areas shown on the supplied maps from the edge of the right of way to the pavement; any questions about this should be directed to the designated City contact
- Mowing equipment shall consist of finishing mowers such as push mowers and string trimmers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking ornamental trees; damaged trees shall be replaced, where applicable
- Contractor shall complete each street (including string trimming, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired
- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing

String Trimming

- Vegetation shall be controlled on and around trees, signs, mailboxes, posts, fences, utility poles, light poles, and all stationary objects using a string trimmer
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Spraying

- **NO** herbicide spraying for ditch mowing allowed. The contractor will be charged a **50%** penalty of the mowing cycle's total amount for using herbicide spray if the City of Mobile determines its use during mowing inspection.

Litter

- Any manmade object shall be considered litter

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message of streets completed every two weeks in accordance with the established schedule. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- All specifications must be met before payment is released
- Any initial cleanup is included in the bid price.
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contract employees shall be courteous to the public at all times

- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- This contract is for up to four complete cycles that are no longer than eight weeks, beginning on April 17, 2023 and ending on November 30, 2023 as shown in the chart attached.
- The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been completed during that two week period **{THIS ONLY APPLIES TO DAUPHIN ISLD PKWY DITCH CONTRACT; and only two payments are allowed per each cycle}** ; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if the cycle time for the area exceeds eight weeks the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle. **The contractor CANNOT skip streets but complete the streets' ditches consecutively.** Contractors working on Cypress Shores' ditches will be paid once per each completed cycle.
- The contractor must NOT jump from one street until all ditch mowing is completed. Then, proceed to the next street to continue ditch mowing.
- If the contractor completes the streets in a period shorter than eight weeks they will paid on a bi-weekly basis for all streets as they are completed; the contractor may not start the next cycle until the date shown on the above schedule.
- In the event of a natural disaster (a named tropical storm or hurricane) the contract may be suspended for an agreed upon period of time; payment shall not be made for a missed operation
- Any used tires found in or around a ditch will be piled by the contractor in one location accessible to a truck and trailer and the City Public Works' Trash Division contacted for removal.
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Contractor vehicles must be marked with business' name and/or business logo
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall be finely mulched and evenly distributed back into drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, etc.; this includes old debris
- Tree pruning shall remain the responsibility of the City

- The use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted
- Limbs and other debris shall be removed from the site and disposed of in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class - II or Class III as required by the MUTCD for the type of traffic hazard.
- Contractors vehicles shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a "slow moving vehicle" placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken

- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
AIRVIEW DR	581.42	0.11	0.32
ALBA AVE	1787.26	0.34	0.99
ALBA CLUB RD	6664.76	1.26	3.69
ALLEN CT	64.95	0.01	0.04
ANNWOOD DR	1673.57	0.32	0.93
ANSON CT	860.04	0.16	0.48
ARC RD	5319.99	1.01	2.94
ARCHER LN	544.38	0.10	0.30
BAKERS LN	398.51	0.08	0.22
BAY CRESCENT DR	1916.21	0.36	1.06
BAY FRONT RD	8700.18	1.65	4.82
BOYKIN BLVD	8079.11	1.53	4.47
BROOKMONT DR	1161.07	0.22	0.64
BRYAN AVE	2261.37	0.43	1.25
CASSIE LN	3157.67	0.60	1.75
CASTER ST	644.11	0.12	0.36
CASTLEWOOD DR N	930.33	0.18	0.51
CASTLEWOOD DR W	789.21	0.15	0.44
CEDAR CRESCENT DR	3684.23	0.70	2.04
CEDAR POINT RD	3348.02	0.63	1.85
CHARLOTTE ST	1209.04	0.23	0.67
CHARMAINE CIR E	528.56	0.10	0.29
CHARMAINE CIR N	851.68	0.16	0.47
CHARMAINE CIR W	723.16	0.14	0.40
CIRCLE CT	139.71	0.03	0.08
CLUB HOUSE RD	11517.96	2.18	6.38
COLEY DR	312.28	0.06	0.17
CREEKWAY DR	2903.43	0.55	1.61
CREEKWAY DR E	650.05	0.12	0.36
CREST BROOK DR	204.04	0.04	0.11
DANIELS RD E	105.01	0.02	0.06
DANIELS RD N	877.82	0.17	0.49
DANIELS RD W	567.67	0.11	0.31
DAUPHIN ISLAND PKWY	7289.27	1.38	4.03
DAYTONA DR	975.74	0.18	0.54
DEL MONTE CT	1085.54	0.21	0.60
DRIFTWOOD DR E	891.49	0.17	0.49
DRIFTWOOD DR N	2439.70	0.46	1.35
DRIFTWOOD DR S	1130.42	0.21	0.63
ELOONG DR	228.54	0.04	0.13
FAYE ST	267.93	0.05	0.15
FRIAR LN	615.36	0.12	0.34
HARBOR VIEW CT	585.52	0.11	0.32
HOPPIN ST	2393.19	0.45	1.32

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
INERARITY RD	877.08	0.17	0.49
JOHNS LN	2603.89	0.49	1.44
KAYSON CT	1344.73	0.25	0.74
LARTIGUE AVE E	1122.84	0.21	0.62
LARTIGUE AVE N	1226.35	0.23	0.68
LARTIGUE AVE S	726.15	0.14	0.40
LEWIS AVE	1372.98	0.26	0.76
LOIS DR	1241.60	0.24	0.69
LOST RIVER RD	2471.34	0.47	1.37
MARINA DR N	1393.08	0.26	0.77
MARTIN CT	424.37	0.08	0.23
MARTINWOOD LN	2253.81	0.43	1.25
MCVOY AVE	1185.90	0.22	0.66
MELODY LN	395.51	0.07	0.22
MERRY LN	826.22	0.16	0.46
MILITARY RD	1484.31	0.28	0.82
NORTH DR	3696.46	0.70	2.05
OLD MILITARY RD	1477.17	0.28	0.82
PARK RD	324.58	0.06	0.18
PINEHAVEN DR	363.96	0.07	0.20
PINELAND PL	96.54	0.02	0.05
PONCE DE LEON DR	773.89	0.15	0.43
PRIMA VERA LN	1187.86	0.22	0.66
RIVER FOREST RD	6110.20	1.16	3.38
RIVERSIDE DR	12268.91	2.32	6.79
RIVERSIDE DR W	501.69	0.10	0.28
ROBIN HOOD DR	1607.09	0.30	0.89
ROSEDALE RD	6962.15	1.32	3.85
RYDERS LN	177.28	0.03	0.10
SCENIC DR	3407.22	0.65	1.89
SCENIC PL	68.45	0.01	0.04
SEAFARER LN	376.33	0.07	0.21
SHORE ACRES DR	3127.60	0.59	1.73
SHORT VAN LIEW RD	1745.88	0.33	0.97
SMITH AVE	440.58	0.08	0.24
STAPLES RD	9521.10	1.80	5.27
STEWART RD	352.10	0.07	0.19
STREAMWOOD DR	255.97	0.05	0.14
TALLAHASSEE DR	673.51	0.13	0.37
TAMPA DR	1014.08	0.19	0.56
TERRELL RD	5647.95	1.07	3.13
TULSA DR	1024.40	0.19	0.57
VALLAS DR	1302.73	0.25	0.72
VAN LIEW RD E	1879.56	0.36	1.04

City of Mobile

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
WINSTON RD	1877.25	0.36	1.04
WOOD DR	398.30	0.08	0.22
TOTAL	180,670.45	34.22	100.00



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern Shield Group, Inc. 11141 Hwy 31 Ste B Spanish Fort AL 36527		CONTACT NAME: Garry Bulman PHONE (A/C, No, Ext): (251) 725-9172 E-MAIL: garry@southernshieldinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE PROP & CAS INS CO INSURER B: INTEGON NATL INS CO INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 20699 29742	
INSURED BUTLER COMPLETE SERVICES, LLC 2808 GASLIGHT LN E MOBILE AL 36695			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	D97155161	03/25/2025	03/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$												
	B						AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	2007285786	01/08/2025	01/08/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$						
							A						☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			D97155185	03/25/2025	03/25/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
													WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies have been endorsed to provide Waiver of Subrogation in favor of City of Mobile.

The General Liability, Automobile Liability and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

Contract for Right of Way and Ditch mowing.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE PO BOX 1827 MOBILE AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - Rushing Pensacola 104 W Romana St Pensacola FL 32502	CONTACT NAME: Meredith Moseley	FAX (A/C, No): 850-497-6515	
	PHONE (A/C, No, Ext): 850-476-3745	E-MAIL ADDRESS: mmoseley@rushinginsurance.com	
INSURED Butler Complete Services LLC 2808 Gaslight Lane East Mobile AL 36695	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ACE American Insurance Company		22667
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1548208280

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	N / A	WC-100-0020340-2025A	1/1/2025	1/1/2026	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: Hillsdale Community Center - HVAC - 558 Felhorn Rd., Mobile, AL 36608 PR-068-23.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Exhibit D Contract E-Verify Documentation

Approved by:

Employer Butler Complete Services, LLC	
Name (Please Type or Print) JAMES BUTLER	Title
Signature Electronically Signed	Date 08/01/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Butler Complete Services, LLC
Company Facility Address	2808 Gaslight Ln East Mobile, AL 36695
Company Alternate Address	2808 Gaslight Ln East Mobile, AL 36695
County or Parish	MOBILE
Employer Identification Number	871737327
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Butler Complete Services LLC

This name reservation is for the exclusive use of James Butler, 2808 Gaslight In
East, al, AL 36695 for a period of one year beginning July 11, 2021 and expiring
July 11, 2022



RES963490

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

July 11, 2021

Date

A handwritten signature in black ink, appearing to read 'J. H. Merrill', is written over a horizontal line.

John H. Merrill

Secretary of State



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

1. THE NAME OF THE LIMITED LIABILITY COMPANY

Butler Complete Services LLC

2. THIS FORM WAS PREPARED BY:

James Butler

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

James D Butler
2808 Gaslight In East
AI, AL 36695
MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

☐

NON-PROFIT LLC

☐

NON-PROFIT SERIES LLC

☐

PROFESSIONAL SERIES LLC

☐

PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8

☐

SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

872-343 DLL

Date 07/11/2021

Time 10:00:00

File \$100.00

County \$100.00

Exp \$0.00

Total \$200.00

6. THE UNDERSIGNED SPECIFY 07/11/2021 10:00:52 AS THE EFFECTIVE DATE AND THE TIME OF FILING

☐

ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Not Applicable

07/11/2021

DATE

James D Butler Owner

ELECTRONIC SIGNATURE & TITLE

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BUTLER COMPLETE SERVICES, LLC T6
2808 GASLIGHT LANE EAST
MOBILE AL 36695

YEAR	LICENSE NO.
2025	118803
ISSUED	EXPIRES
2/2/2025	12/31/2025

561730 LAWN AND GARDEN SERVICE(S)



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



BUTLER COMPLETE SERVICES, LLC
2808 GASLIGHT LN E
MOBILE, AL 36695-3106

16 T1 P5748 153070



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Hughes 360 Services LLC, for ROW mowing services on various ROW:YorkhavenRd, LaverneDrE, ChingLynchRd, MeadowLn, KingMarkDr, SelestDr, HeatherCt, Haley Dr, MonicaCt, RemingtonPkCt/Dr,ChingDairyRd. BrackettDr. 1year renewable for 2 addl 1-year pds.

Amount of Contract:

As needed at unit prices. Approximately \$35,100.00 per year.

Funding Source

General fund.

ATTACHMENTS:

1. 2025 Hughes ROW Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 6 May 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Right of Way Mowing - Hughes 360 Services, LLC

PURPOSE & SCOPE OF PROJECT:

Contract with Hughes 360 Services LLC, for ROW mowing services on various ROW:YorkhavenRd, LaverneDrE, ChingLynchRd, MeadowLn, KingMarkDr, SelesteDr, HeatherCt, Haley Dr, MonicaCt, RemingtonPkCt/Dr,ChingDairyRd. BrackettDr. 1year renewable for 2 addl 1-year pds. General fund.

RESOLUTION ☐ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)

Type: approx \$35,100.00/year Amount: _____

Future years

Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5939

How many bidders received bid packages (if applicable): 50 +web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

Low bidder did not have capacity for all streets for which bidder was lowest - Zeigler Blvd was reassigned to another vendor as 2nd low bid

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Hughes 360 Services, LLC, to provide right-of-way mowing services for various locations at specified intervals as needed in an approximate total amount of \$35,100.00 per year, for one year, renewable for two additional one-year periods without further approval by Council, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



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

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Contractor: Hughes 360 Services, LLC
203 North Florida Street
Mobile AL 36607

City Business License No.: 113173

For the following Project: RIGHT OF WAY MOWING SERVICES
Yorkhaven Road
Laverne Drive East
Ching Lynch Road
Meadow Lane
King Mark Drive
Seleste Drive
Heather Court
Haley Drive
Monica Court
Remington Park Court
Remington Drive
Ching Dairy Road
Brackett Drive

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR



THIS AGREEMENT is made and entered into as of the latter 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 **Hughes 360 Services, LLC.**, hereinafter referred to as "Contractor."

This Agreement, including its 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.

WHEREAS, the City issued Request for Bids #5939 (RFB) for Right of Way Mowing Services on March 13, 2025, and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Right of Way Mowing Services (the "Project"), in accordance with the scope of services as stipulated in the RFB Proposal, and made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the RFB and associated mowing maps posted as part of the RFB, and are incorporated herein by reference.

2.0 TERM

- 2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable at the consent of both parties for two additional one-year periods.

3.0 COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- 3.1 Contractor shall invoice the City upon the successful completion of each mowing cycle for each specified mowing area. The City shall pay the Contractor for the services

rendered hereunder and completed in accordance with the terms and conditions of this Contract, in accordance with the **Fee Schedule** per mowing cycle as set in **Exhibit A**, attached hereto and incorporated herein.

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.

4.0 METHOD 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 Deputy Director of Public Services, or his representative, 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**, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the Deputy Director of Public Services, or his representative, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL 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 Deputy Director of Public Services, or his representative, 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.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit B, City of Mobile Insurance Requirements**, attached hereto and made a part of this Agreement.

7.2 Evidence of **Contractor's Insurance** shall be attached as **Exhibit C** and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.
- 9.0 TIME FOR PERFORMANCE**
- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance

within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the "completion" of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. The date set for the "completion" of each mowing cycle for each location shall be mutually set by the Project Manager and Contractor based on street priority and mowing conditions. Accordingly, the parties to the Contract agree that the City may assess liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these documents exceeds the "completion" time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. Should the City elect to assess liquidated damages, the amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be 5% of the unit price per day.

11.0 FORCE MAJEURE

- 11.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's task order or specified by the City's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

- 12.1** City's designated Project Manager for this work to act as City's representative with respect to this Agreement will be the City's Deputy Director of Public Services, or his

representative. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

- 13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Project Manager, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred

and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

- 13.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 13.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

- 14.1** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- 14.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 14.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 14.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 14.5** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- 14.6** Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

- 15.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 15.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 15.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 15.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

- 16.1** The City's Project Manager, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Project Manager shall take one of the following actions:
1. Cancel the stop work order; or
 2. Terminate the work covered by the order; or
 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- 16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not

direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project ("Project Manager") is Deputy Director, Public Services, or his designated representative.

17.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:

City of Mobile
c/o Purchasing Agent
P.O Box 1948
Mobile AL 36602

CONTRACTOR:

Hughes 360 Services, LLC
230 North Florida Street
Mobile AL 36607

17.3 Any change in the City's Project Manager or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-

compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

19.1 Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

20.1 Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

21.0 CURE PLAN

21.1 If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 22.1** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

- 23.1** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

- 24.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

- 25.1** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

- 26.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Documentation of Contractor's compliance with E-Verify requirements may be found as **Exhibit D**.

27.0 MISCELLANEOUS

- 27.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 27.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 27.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 27.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 27.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 27.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 27.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 27.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 27.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 27.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 27.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: **Hughes 360 Services, LLC.**

Ernest Hughes Jr., It's Owner (title)

4/30/25 Date

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as Ernest Hughes Jr. [title] of **Hughes 360 Services, LLC.**, is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 30 day of April, 2025.

(SEAL)

Amy Woods

Notary Public

My Commission Expires



CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____

William S. Stimpson
Mayor

ATTEST:

City Clerk

EXHIBIT A Contractor Bid Proposal
EXHIBIT B Insurance Requirements
EXHIBIT C Contractor Evidence of insurance
EXHIBIT D Contractor E-Verify Documentation

EXHIBIT A Contractor Bid Proposal

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

This is Not an Order

READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/13/2025	5939	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Thursday, April 3, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RIGHT-OF-WAY MOWING SERVICES The City of Mobile is seeking bids on mowing of City of Mobile Right-of-Ways as per the following and attached specifications. Vendors shall provide the full cost of the complete cycle of a single mowing to include <u>trimming</u>, edging, removal of trash/litter, and blowing of specific streets named below. The City defines a mowing cycle (cycle) as having a street mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions. The City's desire is to have all areas mowed approximately 22 times between the award date and December 31, 2025. The mowing cycles will have all areas mowed on a 14-day cycle in April and during the month of October, changing to a 7-day cycle at the instruction of the City until October 31, 2025, or as specified or instructed. Additional mowing may be required up to December 31, 2025. <u>A mandatory Pre-Bid meeting is scheduled for 10:00 am on Wednesday, March 26, 2025, at 1900 Hurtel St, Mobile, AL 36605. Only vendors who attend the entire meeting will be permitted to submit a bid.</u> The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations.					
			TOTAL			

Page 1 of 6

Page 1 of 6

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

Phone Number 251-510-3772

Email Address hughes360services@gmail.com

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order

State delivery time within _____ days of receipt of P.O.

Firm Name Hughes 360 Services, LLC.

Signature *Ernest Hughes Jr.*

Type or Print Name Ernest Hughes Jr

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page 3 of 21

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 6 There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used. Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile. The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass. In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation. Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded. If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required. Pricing is non-negotiable. This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets". At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year. The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: • Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. • Their City of Mobile Business License Number. • Their registration with the E-Verify Program, Federal and State. • Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Hughes 360 Services, LLC

By Ernest Hughes Jr

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

BID CONTINUATION SHEET

Page 4 of 21

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6 The following is required and must be filled in: Registration Number with Secretary of State Office <u>000-395-591</u> City of Mobile Business License Number <u>113173</u> E-Verify Enrollment Number <u>952551</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ☒ NO ☐ Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved. City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.					
	TOTAL					

RETURN ONE SIGNED COPY OF THIS QUOTATION
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Firm Name Hughes 360 Services, LLC

By Ernest Hughes Jr

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and correct invoice of competed order.

BID CONTINUATION SHEET

Page 5 of 21

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6 When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached) The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed. At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets. A bid bond is not required. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025.</u> Any bids delivered after <u>12:01 PM, Thursday, April 3, 2025.</u> will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025.</u> date for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to <u>December 31, 2025.</u> For questions about this bid submit your questions by E-mail to <u>purchasing@cityofmobile.org.</u> Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under <u>Bid #5939.</u> It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Hughes 360 Services, LLC.

By Ernest Hughes Jr

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

Page 6 of 21

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 6 This is a sealed bid; your response must be in a sealed envelope that has the Bid #5939 on the outside and/or with the date and time of the bid opening 12:01 PM, Thursday, April 3, 2025. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Hughes 360 Services, LLC.

By Ernest Hughes Jr

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

Page 7 of 21Page 803 of 1149

ONLINE LINK TO MAPS OF THE AREAS TO BE MOWED

Annexed Areas –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=58d352f54d7b4592b4fee93a85392710>

Airport Blvd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=fe5afee5e7d64730be789496991440b3>

Azalea Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=b3388583c9234566af88aa85f84eccdc>

Cottage Hill Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=e6a9e76377004f169c7785d90b735bf4>

Dauphin Island Pkwy –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=03d5a955b6174683a76ac6ef4013eb0d>

Dauphin St –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=60b73f5edd4b4ffb9a2f2f25aef362fe>

Grelot Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=185f3df4f67c4456a95ced071fa87741>

Henry Aaron Loop –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=e6fd4651bacc4b8b99ae386b89351c9f>

Hillcrest Rd N –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=513aefc2adf34ea4b30e7211f5230a72>

Hillcrest Rd S –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=20ab7cec8aea442da9022c31c1db4f75>

Knollwood Dr –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=03ee0972d9c042cc80330ef666b3f3f8>

Michigan Ave –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=cf63651e44e44fd598af547a228b7923>

Old Shell Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=fa56e67fede54a84a2c9f3b849d3a333>

Spring Hill Ave –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=df91b16fb77d4264ac429b1de62c2180>

University Blvd & Demetropolis Rd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=2c92d2db0f874354b6c8eccfce12c449>

USHY 90 W –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=f7f92ab5a3d64c07a6ade59854396501>

Zeigler Blvd –

<https://cityofmobile.maps.arcgis.com/home/item.html?id=305a07b973c145fe847c091987603a2e>

City of Mobile
Main Thoroughfare Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height for the type of grass:
 - Bahia – 2.5" (no less than 2.25", no more than 2.75") as measured from the soil line
 - St. Augustine – 3.5-4" (no less than 3.25", no more than 4.25") as measured from the soil line
 - Specified areas – 4" for Springhill Ave, Hwy 90 at Azalea Golf Course (Gaillard Drive), Old Shell Rd – west of I-65 from Bishop Lane to Myrtlewood Lane, Hillside across from Heron Lakes Golf Course on Hwy 90, Gaillard – adjacent to Azalea City Golf Course, Arcturus Lane, Knollwood Dr, Lowes Dr along the ditch at Rangeline, Old Shell Rd: (Batre to Myrtle Wood), University Blvd: Zeigler Blvd (NW corner), Hills from Train Trussel to Walmart on both sides, Gaillard Rd (Hill NW corner), Gaillard (behind Crepe Myrtles), Morrison Dr (along ditch west side of street), Grelot Rd (Hill NW corner), Hwy 90: Butler Dr (Hill North side of road), Sky Ranch (Hill North side of road), Knollwood (Hill North side of road), Nevius Rd (along ditch), Lowes Dr (Hill from Lowes Dr to 5263), Hillcrest Rd (from 3201 to 3449 (east side of road)
- Mowing equipment shall consist of finishing mowers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking trees; damaged trees shall be replaced
- Contractor shall complete each area (including string trimming, edging, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired

- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing
- NO TREE ALTERATIONS BY ROW MOWING CONTRACTORS IS ALLOWED

String Trimming

- Vegetation shall be controlled on and around trees, signs, posts, fences, utility poles, light poles, bleachers, foundations, and all stationary objects using a string trimmer
- Vegetation growing in expansion joints, cracks, etc. shall be removed
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced
- String trimmers (weed eater) shall not be used to mow large areas, they shall only be used for trim work and where a mower cannot reach

Edging

- All concrete walks, curbs, foundations, etc. shall be edged
- Edging shall not be done more than ¼" from the edge of the concrete
- Edging shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Litter

- Any manmade object as large as a cigarette butt shall be considered litter

Herbicides (If applied by contractor)

- A Pre-approved, non-selective herbicide (by the City of Mobile inspector) may be used only for the purpose of spraying vegetation growing in cracks, gutters, joints, expansion joints in concrete and/or asphalt
- Contractor must wear all required PPE and follow label instructions
- A copy of the MSDS sheet and label must be present whenever the herbicide is being used
- A Daily Pesticide/Herbicide Application Sheet must be kept and submitted for each cycle and upon request

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message when starting and completing a street. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- When notifying City contact of the completion of a cycle, contractor shall submit the Daily Pesticide/Herbicide Application Sheet listing any herbicides used for that cycle
- In the event that rain disrupts the schedule, weather records should be noted on the submitted schedule to explain any variances in mowing cycle times; payment shall not be made for a missed operation
- Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days the contractor may be penalized 2% of the total cost of that cycle per day that they cycle time is exceeded
- All specifications must be met before payment is release for a maintenance cycle
- Any initial cleanup is included in the bid price.
- **This contract period is during Date of award through December 31 and is for an approximate maximum number of cycles (cycles can be increased or decreased at the City of Mobile's discretion at any time). In addition, this contract is contingent upon performance and/or services for up to three years per City of Mobile discretion.**

- Shrubbery beds are not included in the contract, except with regard to litter removal
- In the event that concrete medians are included in the contract area, litter and debris shall be removed and vegetation removed and/or treated with a non-selective herbicides at the same that mowing operations are done for that street
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contractor shall schedule work to avoid blocking lanes or disrupting traffic between 7 am – 9 am and between 3:30 pm and 5:30 pm
- Contract employees shall be courteous to the public at all times
- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall not be blown or deposited in storm drains or any other drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, drainage structures, culverts, etc.; this includes old debris
- Contractor is responsible for clearing inlet throats
- Tree pruning shall remain the responsibility of the City
- Except as noted, the use of herbicides shall not be permitted without prior approval
- Limbs and other debris shall be removed from the site and disposed in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.

- Contractor shall designate a “competent person” at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
 - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class – II or Class III as required by the MUTCD for the type of traffic hazard.
 - Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV’s or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
 - Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- Contractors mowing equipment shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a “slow moving vehicle” placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken
- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill

- If a Contractor will be applying herbicide, contractor shall have a the appropriate License or be authorized to apply herbicides under a licensed applicator.
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

1,500



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE any and all ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)

1,

ADDENDUM



March 17, 2025

RE: City of Mobile Bid #5939 for RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

DELETE

ANNEXED AREA MOWING CONTRACT SHEETS (pg 10-11 of bid)

REPLACE WITH

ATTACHED FORM – CONTAINS ADDITIONAL STREETS

An updated pricing sheet will be emailed to the address we have on file for your company, and all bid documents are located at <https://www.cityofmobile.org/BIDS/?bid=3854>.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile

JP/en



ADDENDUM 2

April 1, 2025

RE: CITY OF MOBILE BID #5939 FOR RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

MOWING IN ANNEXED AREA

ADD

All streets in the annexed area will be mowed every 3 weeks.

Thank you for your consideration in this matter.

A handwritten signature in black ink, appearing to read 'John Paine'.

John Paine
Purchasing Agent
City of Mobile

JP/en

MAIN THOROUGHFARE MOWING CONTRACT STREETS:

STREET	FROM	TO
Government Street/Highway 90	Just east of Eslava Creek	Bellingrath Road
Price for one (1) mowing, trimming, and edging \$ 14,500.00		
Airport Blvd.	Florida Street	City Limits sign
Price for one (1) mowing, trimming, and edging \$ 11,900.00		
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
Price for one (1) mowing, trimming, and edging \$ 7,500.00		
Dauphin Street	Mobile Street	McGregor Avenue
Price for one (1) mowing, trimming, and edging \$ 3,990.00		
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
Price for one (1) mowing, trimming, and edging \$ 3,250.00		
Dauphin Island Pkwy	Halls Mill Road	Faye Street
Price for one (1) mowing, trimming, and edging \$ 3,400.00		
Michigan Avenue (BI-WEEKLY)	S Broad Street	California Street
Price for one (1) mowing, trimming, and edging \$ 2,490.00		
Grelot Road (BI-WEEKLY)	University Blvd	Just East of Dawes Road
Price for one (1) mowing, trimming, and edging \$ 4,450.00		
Old Shell Road	Cody Road	Wacker Lane
Price for one (1) mowing, trimming, and edging \$ 2,750.00		
Knollwood Drive (BI-WEEKLY)	Cottage Hill Park	Highway 90
Price for one (1) mowing, trimming, and edging \$ 4,250.00		
Hillcrest Road North	Airport Blvd	Girby Road
Price for one (1) mowing, trimming, and edging \$ 3,000.00		
Hillcrest Road South (BI-WEEKLY)	Girby Road	Three Notch Road
Price for one (1) mowing, trimming, and edging \$ 2,500.00		
Cottage Hill Road	Pleasant Valley Road	McFarland Blvd
Price for one (1) mowing, trimming, and edging \$ 4,550.00		
Azalea Road (BI-WEEKLY)	Michael Blvd	Moncliff Drive
Price for one (1) mowing, trimming, and edging \$ 5,000.00		
Pleasant Valley Road (MEDIANS ONLY)	Azalea Road	Davidson School Drive
Price for one (1) mowing, trimming, and edging \$ 1,500.00		
Zeigler Blvd	Gaillard Drive	8050 Zeigler Blvd
Price for one (1) mowing, trimming, and edging \$ 6,500.00		

HENRY AARON LOOP / DOWNTOWN MOWING

Consists of the following streets:

STREET	FROM	TO
Water Street	I-165 Service Road	Canal Street
S. Jackson Street	S. Water Street	S. Conception Street
S. Conception Street	S. Jackson Street	Church Street
S. Joachim Street	S. Jackson Street	Church Street
S. Claiborne Street	Augusta Street	Monroe Street
Canal Street	S. Water Street	Broad Street
N. Lawrence Street	Congress Street	Morgan Street
Beauregard Street	MLK Jr. Avenue	Water Street
N Broad Street	Congress Street	Virginia Street
N Broad Street	Beauregard Street	MLK Jr. Avenue
N Broad Street	Congress Street	Canal Street
N Broad Street	MLK Jr. Avenue	Congress Street (east side only)

Price for one (1) mowing, trimming, and edging \$ 4,995.00

ANNEXED AREA MOWING CONTRACT STREETS

STREET	FROM	TO
BEAR FORK ROAD	Jarrett Road	Moffett Road
	Price for one (1) mowing, trimming, and edging \$ <u>1,500.00</u>	
CODY ROAD NORTH	Just north of Gurley Road North	Deadend
	Price for one (1) mowing, trimming, and edging \$ <u>2,000.00</u>	
CODY ROAD SOUTH	Airport Boulevard	Cottage Hill Road
	Price for one (1) mowing, trimming, and edging \$ <u>2,900.00</u>	
DAWES ROAD	Airport Boulevard	Jeff Hamilton (Clarke Rd to just south of Walmart)
	Price for one (1) mowing, trimming, and edging \$ <u>2,000.00</u>	
DAWES SERVICE ROAD	Old Government Street	Kimberlin Drive North
	Price for one (1) mowing, trimming, and edging \$ <u>1,000.00</u>	
FOXFIRE DRIVE	Schillinger Road North	Deadend (unmaintained area only)
	Price for one (1) mowing, trimming, and edging \$ <u>850.00</u>	
GLIDER AVENUE	Dawes	Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>750.00</u>	
JEFF HAMILTON EXT	8601 Jeff Hamilton Ext	Leroy Stevens
	Price for one (1) mowing, trimming, and edging \$ <u>3,000.00</u>	
HOWELLS FERRY ROAD	Cody Road	West of Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>2,800.00</u>	
LEROY STEVENS ROAD	3470 Leroy Stevens to 3189 Leroy	2534 Leroy Stevens to Dawes Road
	Price for one (1) mowing, trimming, and edging \$ <u>2,000.00</u>	

OLD GOVERNMENT ST RD	Dawcs to Schillinger	7540 Old Government St E to Deadend
	Price for one (1) mowing, trimming, and edging \$	<u>1,500.00</u>
SCHILLINGER ROAD NORTH	Zeigler Boulevard	1900 Schillinger Road North
	Price for one (1) mowing, trimming, and edging \$	<u>2,100.00</u>
SCHILLINGER ROAD SOUTH	Hitt Road	3130 Schillinger
	Price for one (1) mowing, trimming, and edging \$	<u>3,500.00</u>
SOLLIE ROAD	Airport Boulevard	South of Oakbriar Subdivision
	Price for one (1) mowing, trimming, and edging \$	<u>2,500.00</u>
YORKHAVEN ROAD	7991 Yorkhaven Road	Schillinger
	Price for one (1) mowing, trimming, and edging \$	<u>900.00</u>
LAVERNE DRIVE EAST	Laverne Drive East	Laverne Drive North
	Price for one (1) mowing, trimming, and edging \$	<u>250.00</u>
CHING LYNCH ROAD	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$	<u>250.00</u>
MEADOW LANE	Kings Branch Drive South	Monarch Circle
	Price for one (1) mowing, trimming, and edging \$	<u>250.00</u>
KING MARK DRIVE	Kings Gate Drive West	Dead-end
	Price for one (1) mowing, trimming, and edging \$	<u>250.00</u>
SELESTE DRIVE	Rose Ching Drive	Haley Drive
	Price for one (1) mowing, trimming, and edging \$	<u>250.00</u>
HEATHER COURT	Remington Estates Drive	Dead-end
	Price for one (1) mowing, trimming, and edging \$	<u>250.00</u>

HALEY DRIVE	Seleste Drive	Dead-end
	Price for one (1) mowing, trimming, and edging \$ <u>250.00</u>	
MONICA COURT	Remington Estates Drive	Dead-end
	Price for one (1) mowing, trimming, and edging \$ <u>250.00</u>	
REMINGTON PARK COURT	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$ <u>250.00</u>	
REMINGTON DRIVE	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$ <u>250.00</u>	
CHING DAIRY ROAD	Moffett Road	3130 Ching Dairy Road
	Price for one (1) mowing, trimming, and edging \$ <u>250.00</u>	
BRACKETT DRIVE	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$ <u>250.00</u>	

EXHIBIT B Insurance Requirements

1. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, 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.

A. 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.

B. COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations 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 Bodily Injury per person/organization
\$2,000,000 general aggregate per project

C. 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.)

D. PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

E. 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 \$2,000,000 per line of coverage.

2. 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.

A. 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.

B. 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

C. 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.

D. 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.

E. 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.

3. Insurance Requirements for Subcontractors

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit, 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.

Exhibit C Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Thompson Insurance, Inc.
PO Box 11408
Montgomery AL 36111

License#: 79250
HUGH360-01

INSURED
Hughes 360 Service, LLC
203 North Florida Street
Mobile AL 36607

CONTACT NAME: Harrison Hawke/Cassie Cooper

PHONE
(A/C, No, Ext): 334-694-5853

FAX
(A/C, No): 334-271-0491

E-MAIL
ADDRESS: c.cooper@thomins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: FCCI Insurance Group

10178

INSURER B: The Sheffield Group, Inc.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2070030451

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	CPP100092380	5/7/2024	5/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CA100092381	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB100095460	9/19/2024	5/7/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		Y	32119-00	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Storm Drainage Ditch Cleaning (2704 Dauphin Street to 27 Audobon Place)
Project No. 2024-2086-201

The City of Mobile, if required by a written contract is listed as an additional insured in regard to the general liability and automobile liability. Coverages shall be primary and non-contributory. A Waiver of subrogation applies in favor of the City of Mobile in regards to the general liability, automobile liability, and worker's compensation if required by a written contract. 30 day notice of cancellation applies, 10 day for non-payment.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36333

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit D Contract E-Verify Documentation



Company ID Number: 952551

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hughes 360 Services, LLC.
Company Facility Address	203 N Florida Street Mobile, AL 36607
Company Alternate Address	1794 Princeton Woods Dr West MOBILE, AL 36618
County or Parish	MOBILE
Employer Identification Number	842010829
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:
HUGHES 360 SERVICES LLC T1
203 N FLORIDA ST
MOBILE, AL 36607

YEAR	LICENSE NO
2025	113173
ISSUED	EXPIRES
3/2/2025	12/31/2025

236120 BUILDERS AND/OR CONTRACTORS
238224 PLUMBERS AND/OR GAS FITTERS
561730 LAWN AND GARDEN SERVICE(S)



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue
HUGHES, ERNEST JR T1

1794 PRINCETON WOODS DR W
MOBILE AL 36618



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Secor Enterprises, Inc. for right of way mowing services on various rights of way: University Blvd/Demetropolis Rd, Grelot Rd, Old Shell Rd, Knollwood Dr, Cody Rd N, Dawes Service Rd, Glider Ave, Old Government St . One year renewable for 2 addl one-year periods.

Amount of Contract:

As needed at unit prices, approximately \$316,050.00 per year

Funding Source

General fund.

ATTACHMENTS:

1. 2025 Secor ROW Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 6 May 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Right of Way Mowing - Secor Enterprises, Inc.

PURPOSE & SCOPE OF PROJECT:

Contract with Secor Enterprises, Inc. for right of way mowing services on various rights of way:
University Blvd/Demetropolis Rd, Grelot Rd, Old Shell Rd, Knollwood Dr, Cody Rd N, Dawes Service
Rd, Glider Ave, Old Government St . One year renewable for 2 addl one-year periods. General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 1004.2086.42070

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: approx \$316,050.00/year

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5939

How many bidders received bid packages (if applicable): 50 +web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

Low bidder did not have capacity for all streets for which bidder was lowest - Zeigler Blvd was
reassigned to this vendor as 2nd low bid

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and Secor Enterprises, Inc., to provide right-of-way mowing services for various locations at specified intervals as needed in an approximate total amount of \$316,050.00 per year, for one year, renewable for two additional one-year periods without further approval by Council, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



**AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the Owner: **CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633**

And the Contractor: **Secor Enterprises, Inc.
1117 Savannah Drive
Mobile AL 36609**

City Business License No.: 65649

For the following Project: **RIGHT OF WAY MOWING SERVICES
University Boulevard / Demetropolis Road
Grelot Road
Old Shell Road
Knollwood Drive
Cody Road, North
Dawes Service Road
Glider Avenue
Old Government Street Road**

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR



THIS AGREEMENT is made and entered into as of the latter 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 **Secor Enterprises, Inc.**, hereinafter referred to as "Contractor."

This Agreement, including its 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.

WHEREAS, the City issued Request for Bids #5939 (RFB) for Right of Way Mowing Services on March 13, 2025, and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor agrees to diligently provide all materials, services and labor for the performance of Right of Way Mowing Services (the "Project"), in accordance with the scope of services as stipulated in the RFB Proposal, and made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the RFB and associated mowing maps posted as part of the RFB, and are incorporated herein by reference.

2.0 TERM

- 2.1 This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for one year, renewable at the consent of both parties for two additional one-year periods.

3.0 COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- 3.1 Contractor shall invoice the City upon the successful completion of each mowing cycle for each specified mowing area. The City shall pay the Contractor for the services

rendered hereunder and completed in accordance with the terms and conditions of this Contract, in accordance with the **Fee Schedule** per mowing cycle as set in **Exhibit A**, attached hereto and incorporated herein.

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.

4.0 METHOD 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 Deputy Director of Public Services, or his representative, 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**, attached hereto and incorporated herein.

4.3 The Contractor's invoices shall be in a form satisfactory to the Deputy Director of Public Services, or his representative, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

5.0 ADDITIONAL 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 Deputy Director of Public Services, or his representative, 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.

6.0 LIABILITY OF CONTRACTOR

6.1 To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

7.0 CONTRACTORS INSURANCE

7.1 Contractor shall procure and maintain insurance as specified in **Exhibit B, City of Mobile Insurance Requirements**, attached hereto and made a part of this Agreement.

7.2 Evidence of **Contractor's Insurance** shall be attached as **Exhibit C** and made a part of this Agreement.

8.0 RESPONSIBILITIES OF THE CONTRACTOR

8.1 The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.

- 8.2** The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- 8.3** The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- 8.4** Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- 8.5** The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- 8.6** The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- 8.7** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

9.0 TIME FOR PERFORMANCE

- 9.1** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [insert] calendar days and all work shall be completed to Final Acceptance

within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

10.0 LIQUIDATED DAMAGES

The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the "completion" of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. The date set for the "completion" of each mowing cycle for each location shall be mutually set by the Project Manager and Contractor based on street priority and mowing conditions. Accordingly, the parties to the Contract agree that the City may assess liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these documents exceeds the "completion" time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. Should the City elect to assess liquidated damages, the amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be 5% of the unit price per day.

11.0 FORCE MAJEURE

- 11.1** The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's task order or specified by the City's Project Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

12.0 OBLIGATIONS OF THE CITY

- 12.1** City's designated Project Manager for this work to act as City's representative with respect to this Agreement will be the City's Deputy Director of Public Services, or his

representative. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.

- 12.2** City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- 12.3** The City's Project Manager will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 12.4** The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

13.0 TERMINATION

- 13.1** The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.2** Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Project Manager, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- 13.3** In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- 13.4** The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- 13.5** In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred

and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

- 13.6** The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- 13.7** After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

14.0 DISPUTE RESOLUTION

- 14.1** In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- 14.2** In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 14.3** Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 14.4** Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- 14.5** This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- 14.6** Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

15.0 CONTRACTOR WARRANTY

- 15.1** All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- 15.2** If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- 15.3** Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- 15.4** All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

16.0 SUSPENSION/STOP WORK ORDER

- 16.1** The City's Project Manager, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Project Manager shall take one of the following actions:
1. Cancel the stop work order; or
 2. Terminate the work covered by the order; or
 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- 16.2** In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not

direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

17.0 NOTICES

17.1 The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project ("Project Manager") is Deputy Director, Public Services, or his designated representative.

17.2 Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Purchasing Agent
P.O Box 1948
Mobile AL 36602

CONTRACTOR:
Secor Enterprises, Inc
1117 Savannah Drive
Mobile, AL 36609

17.3 Any change in the City's Project Manager or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

18.0 DEFAULT/ BREACH

18.1 Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-

compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

19.0 EFFECT OF DEFAULT

- 19.1** Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

20.0 WITHHOLDING PAYMENT DUE

- 20.1** Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

21.0 CURE PLAN

- 21.1** If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

22.0 EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING

- 22.1** Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

23.0 PEER REVIEW/VALUE ENGINEERING

- 23.1** The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

24.0 ANTI-BOYCOTT

- 24.1** Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

25.0 NON-DISCRIMINATION

- 25.1** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

26.0 COMPLIANCE WITH IMMIGRATION LAW

- 26.1** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Documentation of Contractor's compliance with E-Verify requirements may be found as **Exhibit D**.

27.0 MISCELLANEOUS

- 27.1** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- 27.2** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- 27.3** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- 27.4** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- 27.5** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- 27.6** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- 27.7** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- 27.8** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- 27.9** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- 27.10** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 27.11** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- 27.12** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

- 27.13** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- 27.14** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- 27.15** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 27.16** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- 27.17** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 27.18** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- 27.19** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- 27.20** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR: Secor Enterprises, Inc.

David V. Secor, It's President (title)

4/25/25 Date

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that [name], whose name as _____ [title] of Secor Enterprises, Inc., is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the 25 day of April, 2025

(SEAL)

Julie S. Griffin
Notary Public
My Commission Expires 7/26/27

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson
Mayor

ATTEST:

City Clerk

EXHIBIT A Contractor Bid Proposal
EXHIBIT B Insurance Requirements
EXHIBIT C Contractor Evidence of insurance
EXHIBIT D Contractor E-Verify Documentation

EXHIBIT A Contractor Bid Proposal

BID TABULATION FOR BID #5939 RIGHT-OF-WAY MOWING SERVICES

	FREQ* (SEE P2)	SECOR ENTERPRISES	BEST PRICE	B&B LAWN AND LANDSCAPPING	HUGHES 360	MOBILE COMPLETE SERV	BUTLER COMPLETE SERV
GOVT ST/HWY 90	1		\$9,500.00		\$14,500.00	\$9,800.00	\$8,100.00
AIRPORT BLVD	1		\$8,500.00		\$11,900.00	\$12,200.00	\$11,525.00
UNIVERSITY/DEMETROPOLIS	1	\$5,900.00	\$6,500.00		\$7,500.00	\$8,800.00	\$8,500.00
DAUPHIN ST	1		\$3,500.00	\$3,800.00	\$3,990.00	\$5,600.00	\$4,500.00
SPRINGHILL AVE	1		\$3,500.00	\$2,400.00	\$3,250.00	\$5,800.00	\$4,500.00
DIP	1		\$3,500.00	\$2,480.00	\$3,400.00	\$1,400.00	\$1,200.00
MICHIGAN AVE	2		\$3,500.00	\$1,200.00	\$2,490.00	\$1,200.00	\$1,100.00
GRELOT RD	2	\$2,850.00	\$3,500.00		\$4,450.00	\$3,900.00	\$4,200.00
OLD SHELL RD	1	\$1,500.00	\$3,500.00	\$3,500.00	\$2,750.00	\$1,000.00	\$1,500.00
KNOLLWOOD DR	2	\$2,950.00	\$3,500.00	\$3,095.00	\$4,250.00	\$3,700.00	\$3,500.00
HILLCREST RD N	1		\$3,500.00	\$2,400.00	\$3,000.00	\$2,525.00	\$2,200.00
HILLCREST RD S	2		\$3,500.00	\$1,120.00	\$2,500.00	\$950.00	\$2,200.00
COTTAGE HILL RD	1		\$3,500.00		\$4,550.00	\$3,600.00	\$2,200.00
AZALEA RD	2		\$3,500.00	\$2,880.00	\$5,000.00	\$1,925.00	\$2,200.00
PLEASANT VALLEY RD	1		\$3,500.00		\$1,500.00	\$600.00	\$2,200.00
ZEIGLER BLVD	1	\$4,250.00	\$4,500.00		\$6,500.00	\$5,700.00	\$4,525.00
HENRY AARON LOOP	1		\$4,500.00		\$4,995.00	\$4,325.00	\$3,950.00
BEAR FORK RD	3		\$1,300.00		\$1,500.00	\$1,100.00	\$900.00
CODY RD N	3	\$950.00	\$1,300.00		\$2,000.00	\$2,400.00	\$2,200.00
CODY RD S	3	\$4,500.00	\$1,300.00		\$2,900.00	\$2,100.00	\$1,725.00
DAWES RD	3		\$1,300.00		\$2,000.00	\$1,200.00	\$1,000.00
DAWES SERVICE RD	3	\$450.00	\$1,300.00		\$1,000.00	\$900.00	\$750.00
FOX FIRE DR	3		\$1,300.00		\$850.00	\$1,200.00	\$800.00
GLIDER AVE	3	\$400.00	\$1,300.00		\$750.00	\$925.00	\$800.00
JEFF HAMILTON EXT	3		\$1,300.00		\$3,000.00	\$1,675.00	\$900.00
HOWELLS FERRY RD	3		\$1,300.00		\$2,800.00	\$2,425.00	\$2,200.00
LEROY STEVENS RD	3		\$1,300.00		\$2,000.00	\$2,200.00	\$2,000.00
OLD GOVT ST RD	3	\$400.00	\$1,300.00		\$1,500.00	\$1,200.00	\$1,000.00
SCHILLINGER RD N	3	\$4,950.00	\$1,300.00		\$2,100.00	\$2,875.00	\$2,200.00
SCHILLINGER RD S	3		\$1,300.00		\$3,500.00	\$2,700.00	\$2,500.00
SOLLIE RD	3	\$4,950.00	\$1,300.00		\$2,500.00	\$2,600.00	\$2,300.00
YORKHAVEN RD	3	\$1,000.00	\$1,300.00		\$900.00	\$1,150.00	\$1,000.00
LAVERNE DR E	3		\$1,300.00		\$250.00	\$1,150.00	\$1,000.00
CHING LYNCH RD	3		\$1,300.00		\$250.00	\$1,225.00	\$1,000.00
MEADOW LN	3		\$1,300.00		\$250.00	\$1,150.00	\$1,000.00
KING MARK DR	3		\$1,300.00		\$250.00	\$1,075.00	\$1,000.00
SELESTE DR	3		\$1,300.00		\$250.00	\$1,250.00	\$1,000.00

		SECOR		B&B LAWN AND		MOBILE	BUTLER
	FREQ*	ENTERPRISES	BEST PRICE	LANDSCAPPING	HUGHES 360	COMPLETE	COMPLETE
						SERV	SERV
HEATHER CT	3		\$1,300.00		\$250.00	\$1,075.00	\$1,000.00
HALEY DR	3		\$1,300.00		\$250.00	\$1,025.00	\$1,000.00
MONICA CT	3		\$1,300.00		\$250.00	\$1,100.00	\$1,000.00
REMINGTON PARK CT	3		\$1,300.00		\$250.00	\$1,025.00	\$1,000.00
REMINGTON DR	3		\$1,300.00		\$250.00	\$1,150.00	\$1,000.00
CHING DAIRY RD	3		\$1,300.00		\$250.00	\$1,100.00	\$1,000.00
BRACKETT DR	3		\$1,300.00		\$250.00	\$1,050.00	\$1,000.00

***FREQUENCY**

1 = EVERY WEEK

2 = BI-WEEKLY

3 = EVERY THIRD WEEK

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 6 There is no guarantee on the number of cycles to be completed. Because our rights-of-way are predominantly Bahia grass, 7-day cycles are the proper intervals for most of the contract period. Only at the beginning and end of the contract period will a 14-day cycle be used. Since weather has a significant impact on grass growth, optimum cycle times will be determined by the City of Mobile. The City's desire is to have all areas mowed (1 mowing cycle) once every seven (7) days unless the City notifies the contractor otherwise. Cycle times may be adjusted if weather results in slower growth of the grass. In the event that weather, rain, etc., disrupts the schedule, weather records should be noted on the contractor's submitted schedule of completed mowing cycles to explain any variances in mowing cycle times; payment shall not be made for a missed operation. Unless explained by the aforementioned weather records, if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the total cost of that cycle per day that the cycle time is exceeded. If a contractor is unable to fulfill obligations of the contract on any of their awarded streets, all of the streets awarded to them will be terminated, unless a mutually agreed upon reduction in the number of streets awarded to them is negotiated. The City is the sole determiner of whether the vendor is operating at the capacity required. Pricing is non-negotiable. This bid will be awarded on a street by street basis or group basis as defined on sheet called, "Main Thoroughfare Mowing Contract Streets". At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional mowing seasons. If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the mowing awards for a second or third year. The City is interested in starting the mowing as soon as possible, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following: • Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register. • Their City of Mobile Business License Number. • Their registration with the E-Verify Program, Federal and State. • Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name

By SOOR ENTERPRISES Inc
David D. Decker

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6 The following is required and must be filled in: Registration Number with Secretary of State Office <u>378056</u> City of Mobile Business License Number <u>065649</u> E-Verify Enrollment Number <u>381201</u> Insurance Carrier can provide Certificate of Insurance for City Requirements within two (2) days of notification: YES ☒ NO ☐ Contractors who bid on more than three streets must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning. City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. The City will determine, in its sole discretion, whether a low bidder has the capacity to successfully perform the work for which that bidder is the lowest bidder. The City may elect to limit the number or the scope of bid awards to any one bidder to most efficiently allow for the successful completion of mowing operations. Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of a typical City of Mobile sample Service Contract is included in this bid package. Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing on each cycle. If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled. The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding. City of Mobile provides with this bid maps and photos of the mowing areas of each of the streets involved. City will make payment after a cycle has been completed and job location inspected. City will not begin payment process until complete mowing cycle is completed and inspected.					
	TOTAL					

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name

SECOB Enterprises, Inc

By

David N. Decor

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6 When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following: The Daily Pesticide/Herbicide Application sheet for each of the streets in the bill being submitted. (see attached) The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the street mowed. At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted streets. A bid bond is not required. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025.</u> Any bids delivered after <u>12:01 PM, Thursday, April 3, 2025,</u> will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to <u>12:01 PM, Thursday, April 3, 2025,</u> date for the bid. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Pricing for this bid to be good for the current mowing season to <u>December 31, 2025.</u> For questions about this bid submit your questions by E-mail to <u>purchasing@cityofmobile.org.</u> Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, can not bid, hold City contract, or provide goods and services to the City of Mobile. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <u>cityofmobile.org/bid.</u> Look under <u>Bid #5939.</u> It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name SECOR Enterprises, Inc.
By David N. Secor

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 6 of 6 <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. This bid is being awarded for one (1) mowing season (April to October). At the option of the City of Mobile and the successful Vendor(s), the City may extend the award of this bid for two (2) additional mowing seasons. If extended, the terms, conditions, streets and pricing shall not change, and shall be as the Contract ended the previous season. The City reserves the right to extend some, all, or none of the mowing awards for a second or third mowing season. TO BE AWARDED ON A STREET-BY-STREET BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Secor Enterprises, Inc
By David H. Secor

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of competed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 5 of 6 This is a sealed bid; your response must be in a sealed envelope that has the Bid #5939 on the outside and/or with the date and time of the bid opening 12:01 PM, Thursday, April 3, 2025. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. The City reserves the right to award some, all, or none of the bids received on this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name SECOR Enterprises, Inc
By David D. Paces

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

ADDENDUM



March 17, 2025

RE: City of Mobile Bid #5939 for RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

DELETE

ANNEXED AREA MOWING CONTRACT SHEETS (pg 10-11 of bid)

REPLACE WITH

ATTACHED FORM – CONTAINS ADDITIONAL STREETS

An updated pricing sheet will be emailed to the address we have on file for your company, and all bid documents are located at <https://www.cityofmobile.org/BIDS/?bid=3854>.

Thank you for your consideration in this matter.

A handwritten signature in blue ink, appearing to read 'John Paine'.

John Paine
Purchasing Agent
City of Mobile

JP/en



ADDENDUM 2

April 1, 2025

RE: CITY OF MOBILE BID #5939 FOR RIGHT-OF-WAY MOWING SERVICES

Please consider the following to be Addendum to City of Mobile Bid #5939 for Right-of-Way Mowing Services.

MOWING IN ANNEXED AREA

ADD

All streets in the annexed area will be mowed every 3 weeks.

Thank you for your consideration in this matter.

A handwritten signature in blue ink, appearing to read 'John Paine', is positioned above the printed name.

John Paine
Purchasing Agent
City of Mobile

JP/en

MAIN THOROUGHFARE MOWING CONTRACT STREETS:

STREET	FROM	TO
Government Street/Highway 90	Just east of Eslava Creek	Bellingrath Road
	Price for one (1) mowing, trimming, and edging \$	
Airport Blvd.	Florida Street	City Limits sign
	Price for one (1) mowing, trimming, and edging \$	
University Blvd/Demetropolis Rd	Moffett Road	Highway 90
	Price for one (1) mowing, trimming, and edging \$	4 5900.00
Dauphin Street	Mobile Street	McGregor Avenue
	Price for one (1) mowing, trimming, and edging \$	
Springhill Ave	Lyons Park Avenue	West I-65 Service Road
	Price for one (1) mowing, trimming, and edging \$	
Dauphin Island Pkwy	Halls Mill Road	Faye Street
	Price for one (1) mowing, trimming, and edging \$	
Michigan Avenue (BI-WEEKLY)	S Broad Street	California Street
	Price for one (1) mowing, trimming, and edging \$	
Grelot Road (BI-WEEKLY)	University Blvd	Just East of Dawes Road
	Price for one (1) mowing, trimming, and edging \$	2850.00
Old Shell Road	Cody Road	Wacker Lane
	Price for one (1) mowing, trimming, and edging \$	1500.00
Knollwood Drive (BI-WEEKLY)	Cottage Hill Park	Highway 90
	Price for one (1) mowing, trimming, and edging \$	2950.00
Hillcrest Road North	Airport Blvd	Girby Road
	Price for one (1) mowing, trimming, and edging \$	
Hillcrest Road South (BI-WEEKLY)	Girby Road	Three Notch Road
	Price for one (1) mowing, trimming, and edging \$	
Cottage Hill Road	Pleasant Valley Road	McFarland Blvd
	Price for one (1) mowing, trimming, and edging \$	
Azalea Road (BI-WEEKLY)	Michael Blvd	Moncliff Drive
	Price for one (1) mowing, trimming, and edging \$	
Pleasant Valley Road (MEDIANS ONLY)	Azalea Road	Davidson School Drive
	Price for one (1) mowing, trimming, and edging \$	
Zeigler Blvd	Gaillard Drive	8050 Zeigler Blvd
	Price for one (1) mowing, trimming, and edging \$	4250.00

old
updated 16 Streets
3/17/15

Replaced with 27 Street
Add 11 Street

ANNEXED AREA MOWING CONTRACT STREETS

STREET	FROM	TO
BEAR FORK ROAD	Jarrett Road	Moffett Road
	Price for one (1) mowing, trimming, and edging \$ _____	
CODY ROAD NORTH	Just north of Gurley Road North	Deadend
	Price for one (1) mowing, trimming, and edging \$ <u>950.00</u>	
CODY ROAD SOUTH	Airport Boulevard	Cottage Hill Road
	Price for one (1) mowing, trimming, and edging \$ <u>4500.00</u>	
DAWES ROAD	Airport Boulevard	Jeff Hamilton (Clarke Rd to just south of Walmart)
	Price for one (1) mowing, trimming, and edging \$ _____	
DAWES SERVICE ROAD	Old Government Street	Kimberlin Drive North
	Price for one (1) mowing, trimming, and edging \$ <u>450.00</u>	
FOXFIRE DRIVE	Schillinger Road North	Deadend (unmaintained area only)
	Price for one (1) mowing, trimming, and edging \$ _____	
GLIDER AVENUE	Dawes	Schillinger
	Price for one (1) mowing, trimming, and edging \$ <u>400.00</u>	
JEFF HAMILTON EXT	8601 Jeff Hamilton Ext	Leroy Stevens
	Price for one (1) mowing, trimming, and edging \$ _____	
HOWELLS FERRY ROAD	Cody Road	West of Schillinger
	Price for one (1) mowing, trimming, and edging \$ _____	
LEROY STEVENS ROAD	3470 Leroy Stevens to 3189 Leroy	2534 Leroy Stevens to Dawes Road
	Price for one (1) mowing, trimming, and edging \$ _____	

OLD GOVERNMENT ST RD

Dawes to Schillinger

7540 Old Government St E to Deadend

1 Hour 50 50 40
Price for one (1) mowing, trimming, and edging \$ 400.00

SCHILLINGER ROAD NORTH

Zeigler Boulevard

1900 Schillinger Road North

Price for one (1) mowing, trimming, and edging \$ 4950.00

SCHILLINGER ROAD SOUTH

Hitt Road

3130 Schillinger

Price for one (1) mowing, trimming, and edging \$

SOLLIE ROAD

Airport Boulevard

South of Oakbriar Subdivision

Price for one (1) mowing, trimming, and edging \$ 4950.00

YORKHAVEN ROAD

7991 Yorkhaven Road

Schillinger

Price for one (1) mowing, trimming, and edging \$ 1000.00

LAVERNE DRIVE EAST

Laverne Drive East

Laverne Drive North

Price for one (1) mowing, trimming, and edging \$

CHING LYNCH ROAD

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$

MEADOW LANE

Kings Branch Drive South

Monarch Circle

Price for one (1) mowing, trimming, and edging \$

KING MARK DRIVE

Kings Gate Drive West

Dead-end

Price for one (1) mowing, trimming, and edging \$

SELESTE DRIVE

Rose Ching Drive

Haley Drive

Price for one (1) mowing, trimming, and edging \$

HEATHER COURT

Remington Estates Drive

Dead-end

Price for one (1) mowing, trimming, and edging \$

HALEY DRIVE

Seleste Drive

Dead-end

Price for one (1) mowing, trimming, and edging \$ _____

MONICA COURT

Remington Estates Drive

Dead-end

Price for one (1) mowing, trimming, and edging \$ _____

REMINGTON PARK COURT

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$ _____

REMINGTON DRIVE

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$ _____

CHING DAIRY ROAD

Moffett Road

3130 Ching Dairy Road

Price for one (1) mowing, trimming, and edging \$ _____

BRACKETT DRIVE

Ching Dairy Road

Dead-end

Price for one (1) mowing, trimming, and edging \$ _____

EXHIBIT B Insurance Requirements

1. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance, 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.

A. 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.

B. COMMERCIAL GENERAL LIABILITY:

Contractor shall also obtain Commercial General Liability insurance coverage including premises, products and complete operations 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 Bodily Injury per person/organization
\$2,000,000 general aggregate per project

C. 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.)

D. PROFESSIONAL LIABILITY INSURANCE:

Contractor shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be at a minimum, \$1,000,000.00 per event.

E. 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 \$2,000,000 per line of coverage.

2. 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.

A. ADDITIONAL INSURED

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.

B. 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

C. 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.

D. 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.

E. 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.

3. Insurance Requirements for Subcontractors

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Exhibit, 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.

Exhibit C Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2025

PRODUCER

HESTER, THOMAS & ASSOCIATES LLC
851 E I-65 Service Road South Ste 110
Mobile, AL 36606
(251) 470-9915

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Secor Enterprises

1117 Savannah Dr
Mobile, AL 36609

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: **Wilmington Ins. Co.**INSURER B: **The Sheffield Fund**

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	Y	GENERAL LIABILITY	GLB108879	4/25/25	04/25/26	EACH OCCURRENCE	\$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		☐ CLAIMSMADE ☒ OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC							
A	Y	AUTOMOBILE LIABILITY	BLB108890	4/25/25	04/25/26	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		☐ ANYAUTO				BODILY INJURY (Per person)	\$
		☒ SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANYAUTO				OTHER THAN AUTO ONLY: EA ACC AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		☐ OCCUR ☐ CLAIMSMADE				AGGREGATE	\$
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	31856	01/01/25	12/31/25	☒ WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The General and Automobile Liability policies include a blanket automatic additional Insured endorsement that provides additional insured status includes ongoing and completed operations to the certificate holder. A Waiver of Subrogation is in effect.

CERTIFICATE HOLDER

The City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Exhibit D Contract E-Verify Documentation



Company ID Number: 381201

Client Company ID Number: 962344

If you have any questions, contact E-Verify at 1-888-484-4218.

Approved by:

Employer	
Secor Enterprises Inc	
Name (Please Type or Print)	Title
DAVID N. SECOR	Vice-Pres.
Signature	Date
David N. Secor	4-11-16
E-Verify Employer Agent	
Employee Liability Management, Inc.	
Name (Please Type or Print)	Title
Angel Hudson	
Signature	Date
Electronically Signed	04/11/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

STATE OF ALABAMA

MOBILE COUNTY

CONTROL NO.
8695260

LICENSE NO.
2508948

ACCOUNT NO.
533795

ISSUED TO:

SECOR ENTERPRISES INC

LICENSE YEAR
2024-2025

SECOR, DAVID N
1117 SAVANNAH DR

MOBILE, AL 36609

DATE ISSUED		
12	05	2024
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:
3263 DEMETROPOLIS RD STE 6-C
MOBILE, AL 36695-0000

EXPIRES
9/30/2025

RENEW IN OCTOBER

RL:

U214 - #8695260 - T2 - P5184578 - M4

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	CONSTRUCTION COMPANIES OR CONTRACTORS (\$200k+)	375.00	2.25	0.00	0.00	0.00	377.25

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter

State Comptroller
Vernon Barnett

Commissioner of Revenue
NICK MATRANGA

Name of Purchaser

Issuing Authority

Issuing Authority

TOTAL 377.25

MAIL FEE 0.00

TOTAL WITH MAIL FEE 377.25

RENEW LICENSE
OCTOBER 1st THROUGH OCTOBER 31st

CITY OF MOBILE
REVENUE DEPARTMENT

April 25, 2025



SECOR ENTERPRISES INC

1117 SAVANNAH DR

MOBILE, AL 36609

ACCOUNT NUMBER: 65649 TERRITORY 6

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2033801	12/2025	SUB CONTRACTOR NOT OTHERWISE SPEC CONSTRUCTION	\$764.00	\$225	\$9.64	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$998.64*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



*Good to Go !!
Haw-Taw*

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

04/25/2025 09:32AM KAREN T.
046109-0003

BUSINESS LICENSE

SECOR ENTERPRISES INC

65649

2025 Item: 2033801

ISSUANCE FEE \$14.00

238990 CONSTRUCTION-SUB
CONTRACTOR CITY \$759.64

BUSINESS LICENSE
PENALTY \$225.00

\$998.64

Subtotal \$998.64

TP CC FEE \$29.96

Total \$1,028.60

REVENUE CC \$1,028.60

American Express *****1006

Ref=85dc34e4-24d1-430d-9f7f-b2a8bafabddc

Auth=819969

Change due \$0.00

Paid by: SECOR/DAVID N



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If you
have any questions regarding this fee,
contact Tyler Technologies customer
service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2025 Chevrolet Tahoe LT SUV for MPD.

Amount of Contract:

\$64,550.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250429 Donohoo Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 6 May 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Donohoo Chevrolet LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2025 Chevrolet Tahoe LT SUV for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$64,550.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5945

How many bidders received bid packages (if applicable): 13 + web

How many bidders submitted bids (if applicable): 6

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>22206</u>	2025	(F7000) MOTOR POOL	2025 CHEVROLET TAHOE LT SUV FOR MPD (SEALED BID 5945)	\$64,550.00	<u>(293039)</u> <u>DONOHOO</u> <u>CHEVROLET LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022206-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved	Page 1
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/25	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 CHEVROLET TAHOE LT BLACK IN COLOR Body Style: CC10706-2WD PEG: 1LT-LT Preferred Equipment Group Primary Color: GBA-Black Trim: HOY-1LT/1SP/2LT/2Z7 -Leather, Jet Black, Interior Trim Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T Transmission: MHS-10-Speed Automatic Options 1 LT-LT Preferred Equipment Group A2X-Power Seat Adjuster (Driver's Side) A45-Memory Settings, recalls presets for driver pwr seat A50-Seats: Front, Bucket, Full Feature AS8-Seat, 3rd row 60/40 Bench, power ATH-Keyless Open & Keyless Start ATN-Seat. 2nd row Bucket, power release B30-Floor Covering Carpet. Color keyed B58-Floor Mats, color-keyed, carpeted 1st and 2nd row BTV-Remote Engine Starting Pkg BVE-Assist Steps, Black C6C-GVW Rating 7400 Lbs. CJ2-Climale Control, Electronic - Multi-zone CTB-Cross Traffic Alert Braking CWA-Rear Camera. Mirror Washer D07-Center Floor Console, fixed DD8-ISRV Mirror, Electro-chromatic	1.00 EACH	64550.00000	64550.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022206-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/25	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	DXR-Mirror, Outside, Power, Heated, Auto-Dimming w/Turn ind FE9-Federal Emissions GBA-Black GU5-Rear Axle: 3.23 Ratio H0Y-1LT/1 SP/2LT/2Z7 -Leather. Jet Black. Interior Trim KA1 -Heated Seats, Front KA6-Heated Seats: 2nd Row KC4-Cooler. Engine Oil KI3-Heated Steering Wheel KI4-120 Volt Electrical Receptacle. In Cab KNP-Transmission Cooling System KSG-Adaptive Cruise Control KW5-Alternator. 220 AMP L84-Engine: 5.3L, EcoTec3 V-8, DI. Dynamic Fuel Mgt, V V T MHS-10-Speed Automatic N37-Steering Column, Manual Tilt & Telescoping NZV-Wheels: 20" Machined Aluminum w/ Charcoal Pockets T40-LAMP FRT FOG FRT FOG. LED TB5-Liftgate, Power TGE-HEADLAMP LEVEL UPPER TQ5-Headlamps. Intellibeam U2K-SiriusXM Satellite Radio (subscription) UE 1-OnStar Communication System UEU-Sensor, Forward Collision Alert UFB-Rear Cross Traffic Alert Braking UG1 -Homelink Garage Door Opener UGN-Enhanced Automatic Emergency Braking UK3-Radio Controls			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022206-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved	Page 3
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/25	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	-Steering Wheel UKI-Side Active Safety UKK-Sensor, Pedestrian Detection UKM-LANE ACTIVE SAFETY KEEP ASSIST (OPTIMAL RETURN) UKT-Pedestrian and Bicyclist Detection, Front UKZ-Obstacle Detection Enhanced, Extended Trailer View UOW-DETECTION SIDE DOOR OPENING WARNING, PEDESTRIANS/BICYCLISTS/VEHICLE UQS-Speaker System, Premium Surround URF-DISPLAY INSTRUMENT DRIVER INFO. DISPLAY ONLY, FAMILY C, 11", 2000 X 8 10 URW-Audio System, Adv Color LCD display w/Google Built-in UTJ-Theft Protection System, Unauthorized Entry UV2-Surround Vision, HD UVZ-SENSOR COLLISION AVOIDANCE & MITIGATION, VEHICLE REVERSE MOVEMENT V55-Luggage Rack. side rails. chrome WPL-Luxury Package XCI-Tires, 20in P275/60R20, AII-Season, Blackwall Y55-Comfort Package Z82-Trailer Package ZW7-Suspension Package, Premium Smooth Ride AS PER CITY OF MOBILE BID #5945 AND YOUR QUOTE Additional Description Notes ----- 2025 CHEVROLET TAHOE LT BLACK IN COLOR			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022206-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved	Page 4
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/25	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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MUST BE IN STOCK FOR IMMEDIATE DELIVERY

Body Style: CC10706-2WD
 PEG: 1LT-LT Preferred Equipment Group
 Primary Color: GBA-Black
 Trim: HOY-1LT/1SP/2LT/2Z7 -Leather, Jet Black, Interior Trim
 Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
 Transmission: MHS-10-Speed Automatic
 Options
 1 LT-LT Preferred Equipment Group
 A2X-Power Seat Adjuster (Driver's Side)
 A45-Memory Settings, recalls presets for driver pwr seat
 A50-Seats: Front, Bucket, Full Feature
 AS8-Seat, 3rd row 60/40 Bench, power
 ATH-Keyless Open & Keyless Start
 ATN-Seat. 2nd row Bucket, power release
 B30-Floor Covering Carpet. Color Keyed
 B58-Floor Mats, color-keyed, carpeted 1st and 2nd row
 BTV-Remote Engine Starting Pkg
 BVE-Assist Steps, Black
 C6C-GVW Rating 7400 Lbs.
 CJ2-Climale Control, Electronic - Multi-zone
 CTB-Cross Traffic Alert Braking
 CWA-Rear Camera. Mirror Washer
 D07-Center Floor Console, fixed
 DD8-ISR Mirror, Electro-chromatic
 DXR-Mirror, Outside, Power, Heated, Auto-Dimming w/Turn ind
 FE9-Federal Emissions

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022206-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved	Page 5
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/25	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	GBA-Black			
	GU5-Rear Axle: 3.23 Ratio			
	H0Y-1LT/1 SP/2LT/2Z7 -Leather. Jet Black. Interior Trim			
	KA1 -Heated Seats, Front			
	KA6-Heated Seats: 2nd Row			
	KC4-Cooler. Engine Oil			
	KI3-Heated Steering Wheel			
	KI4-120 Volt Electrical Receptacle. In Cab			
	KNP-Transmission Cooling System			
	KSG-Adaptive Cruise Control			
	KW5-Alternator. 220 AMP			
	L84-Engine: 5.3L, EcoTec3 V-8, DI. Dynamic Fuel Mgt, V V T			
	MHS-10-Speed Automatic			
	N37-Steering Column, Manual Tilt & Telescoping			
	NZV-wheels: 20" Machined Aluminum w/ Charcoal Pockets			
	T40-LAMP FRT FOG FRT FOG. LED			
	TB5-Liftgate, Power			
	TGE-HEADLAMP LEVEL UPPER			
	TQ5-Headlamps. Intellibeam			
	U2K-SiriusXM Satellite Radio (subscription)			
	UE 1-OnStar Communication System			
	UEU-Sensor, Forward Collision Alert			
	UFB-Rear Cross Traffic Alert Braking			
	UG1 -Homelink Garage Door Opener			
	UGN-Enhanced Automatic Emergency Braking			
	UK3-Radio Controls -Steering wheel			
	UKI-Side Active Safety			
	UKK-Sensor, Pedestrian Detection			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022206-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved	Page 6
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/25	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	UKM-LANE ACTIVE SAFETY KEEP ASSIST (OPTIMAL RETURN)			
	UKT-Pedestrian and Bicyclist Detection, Front			
	UKZ-Obstacle Detection Enhanced, Extended Trailer View			
	UOW-DETECTION SIDE DOOR OPENING WARNING, PEDESTRIANS/BICYCLISTS/VEHICLE			
	UQS-Speaker System, Premium Surround			
	URF-DISPLAY INSTRUMENT DRIVER INFO. DISPLAY ONLY, FAMILY C, 11", 2000 X 8 10			
	URW-Audio System, Adv Color LCD display w/Google Built-in			
	UTJ-Theft Protection System, Unauthorized Entry			
	UV2-Surround Vision, HD			
	UVZ-SENSOR COLLISION AVOIDANCE & MITIGATION, VEHICLE REVERSE MOVEMENT			
	V55-Luggage Rack. side rails. chrome			
	WPL-Luxury Package			
	XCI-Tires, 20in P275/60R20, AII-Season, Blackwall			
	Y55-Comfort Package			
	Z82-Trailer Package			
	ZW7-Suspension Package, Premium Smooth Ride			
	AS REQUESTED BY 1530-PD			
1	1000.30.15.1530.1530.1530.0000.0000.45040.			64550.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022206-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved	Page 7
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/25	293039				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 64550.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45040.	64550.00	8074019.13
POLICE ADMIN SERVICES EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
CCancelled	04/25/25	JOHN PAINE	GL Allocation changed
Approved	04/25/25	DONALD ROSE	Auto approved by: 9105paij
Approved	04/25/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/25/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/25/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/25/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/25/25	ANNE FOLEY	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022206-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45040. Review: Buyer: Status: Approved
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Page 8

Vendor
 DONOHOO CHEVROLET LLC
 1000 GREENHILL BLVD NW

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

FORT PAYNE, AL 35967

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#256-273-4862
 Fax 256-845-6974

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/31/25	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	04/25/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5945

SPORT UTILITY VEHICLE

	Price	Model	Delivery time
Donohoo Chevrolet LLC	\$64,550.0	Tahoe LT	In stock
Joe Bullard Chevrolet	\$68,875.00	Tahoe LT	In stock
Hardy Chevrolet	\$62,746.00	Tahoe Lt	90-120 days
Buster Miles Chevrolet	\$69,281.10	Tahoe LT	In stock
U-J Chevrolet	\$71,266.50	Tahoe LT	In stock
Solution connection	\$71,375.00	Tahoe LT	

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

**Purchasing Department
and Package Delivery:**

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Typed by: _____ en Buyer: _____ 002

Please quote the lowest price at which you will furnish the articles listed below

DATE 4/10/2025	BID NO. 5945	DEPARTMENT MOTOR POOL	Commodities to be delivered F.O.B. Mobile to: To Be Specified
--------------------------	------------------------	---------------------------------	---

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, April 25, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appr 1-2	SPORT UTILITY VEHICLE 2025 or newer Sport Utility Vehicle Chevrolet Tahoe LT model or equal, 2 Wheel Drive, 5.3L V8 Engine, Automatic Transmission, 20" or 22" inch Wheels, Trailer Package, Premium Leather Seats & Trim, Front & 2nd Row Bucket Seats as per the following and attached. Year _____ Make & Model _____ Upon Award the City will purchase a minimum of One (1) of the above Chevrolet Tahoes or equal. Vendor must provide Literature and Specifications. Color is to be black. Include Certificate of Title in your Bid price. State your delivery of each unit bid. The City reserves the right to inspect the unit prior to bid award. The City desires unit to be on the lot or able to be delivered within two (2) days of the issuance of a Purchase Order.					
Page 1 of 3			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

Phone Number _____

Email Address _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 All pricing to be delivered FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle; it must be delivered. The City will not allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. Under NO circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle is to only be delivered by the vendor to the City of Mobile Motor Pool. If vehicle is picked up by a City employee, there will be a \$1,000.00 deduction from the payment to the vendor of bid price. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods
and correct invoice of completed order.

Page _____ of _____

Page 887 of 1149

General Desired Specifications for Tahoe

Body Style: CC10706-2WD

PEG: 1LT-LT Preferred Equipment Group

Primary Color: GBA-Black

Trim: HOY-1LT/1SP/2LT/2Z7 -Leather, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Transmission: MHS-10-Speed Automatic

Options

1 LT-LT Preferred Equipment Group

A2X-Power Seat Adjuster (Driver's Side)

A45-Memory Settings, recalls presets for driver pwr
seat

A50-Seats: Front, Bucket, Full Feature

AS8-Seat, 3rd row 60/40 Bench, power

ATH-Keyless Open & Keyless Start

ATN-Seat. 2nd row Bucket, power release

B30-Floor Covering Carpet. Color Keyed

B58-Floor Mats, color-keyed, carpeted 1st and 2nd
row

BTV-Remote Engine Starting Pkg

BVE-Assist Steps, Black

C6C-GVW Rating 7400 Lbs.

CJ2-Climale Control, Electronic - Multi-zone

CTB-Cross Traffic Alert Braking

CWA-Rear Camera. Mirror Washer

D07-Center Floor Console, fixed

DD8-ISR Mirror, Electro-chromatic

DXR-Mirror, Outside, Power, Heated, Auto-Dimming
w/Turn indicators

FE9-Federal Emissions

GBA-Black

GU5-Rear Axle: 3.23 Ratio

H0Y-1LT/1 SP/2LT/2Z7 -Leather. Jet Black. Interior
Trim

KA1 -Heated Seats, Front

KA6-Heated Seats: 2nd Row

KC4-Cooler. Engine Oil

KI3-Heated Steering Wheel

KI4-120 Volt Electrical Receptacle. In Cab

KNP-Transmission Cooling System

KSG-Adaptive Cruise Control

KW5-Alternator. 220 AMP

L84-Engine: 5.3L, EcoTec3 V-8, DI. Dynamic Fuel MGT

MHS-10-Speed Automatic

N37-Steering Column, Manual Tilt & Telescoping

NZV-Wheels: 20" Machined Aluminum w/ Charcoal

T4O-LAMP FRT FOG FRT FOG. LED

TB5-Liftgate, Power

TGE-HEADLAMP LEVEL UPPER

TQ5-Headlamps. Intellibeam

UEU-Sensor, Forward Collision Alert

UFB-Rear Cross Traffic Alert Braking
UG1 -Homelink Garage Door Opener
UGN-Enhanced Automatic Emergency Braking
UK3-Radio Controls -Steering Wheel
UKI-Side Active Safety
UKK-Sensor, Pedestrian Detection
UKM-LANE ACTIVE SAFETY KEEP ASSIST
UKT-Pedestrian and Bicyclist Detection, Front
UKZ-Obstacle Detection Enhanced, Extended Trailer View
UOW-DETECTION SIDE DOOR OPENING
WARNING, PEDESTRIANS/BICYCLISTS/VEHICLE
UQS-Speaker System, Premium Surround
URF-DISPLAY INSTRUMENT DRIVER INFO.
DISPLAY ONLY, FAMILY C, 11", 2000 X 810
URW-Audio System, Adv Color LCD display
w/Google Built-in
UTJ-Theft Protection System, Unauthorized Entry
UV2-Surround Vision, HD
UVZ-SENSOR COLLISION AVOIDANCE &
MITIGATION, VEHICLE REVERSE MOVEMENT
V55-Luggage Rack. side rails. chrome
WPL-Luxury Package
XCI-Tires, 20in P275/60R20, All-Season, Blackwall
Y55-Comfort Package
Z82-Trailer Package
ZW7-Suspension Package



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc, for 6 2025 Ford Bronco Sport 4X4 SUVs for MPRD and Municipal Enforcement .

Amount of Contract:

\$181,449.00

Funding Source

Capital -Motor Pool, Oper/Cemeteries, Motor Pool for Parks, General fund for Mun Enforcement

ATTACHMENTS:

1. 20250501 Long Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 6 May 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Long Lewis Ford of the Shoals, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Long Lewis Ford of the Shoals, Inc, for 6 2025 Ford
Bronco Sport 4X4 SUVs for MPRD and Municipal Enforcement .
Capital -Motor Pool, Oper/Cemeteries, Motor Pool for Parks, General fund for Mun Enforcement

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$181,449.00

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>23174,</u> <u>23817</u>	2025	(F7000) MOTOR POOL	6 2025 FORD BRONCO SPORT 4X4 SUVS FOR MPRD AND MUNICIPAL ENFORCEMENT (AL STATE CONTRACT)	\$181,449.00	<u>(290649) LONG LEWIS FORD OF THE SHOALS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023174-00 FY 2025 Acct No: 1000.45.05.5510.5510.3500.0000.0000.45040. Review: Buyer: Status: Released
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Page 1

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELLIGENT ACCESS PUSH START, 12.3"	2.00 EACH	29995.50000	59991.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023174-00 FY 2025 Acct No: 1000.45.05.5510.5510.3500.0000.0000.45040. Review: Buyer: Status: Released
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Page 2

Vendor
 LONG LEWIS FORD OF THE SHOALS, INC
 2800 WOODWARD AVE

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MUSCLE SHOALS, AL 35661

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#256-386-7800
 Fax 256-263-4613

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS. Additional Description Notes ----- 2025 FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS.			

AS REQUESTED BY 5510-MUNICIPAL ENFORCEMENT

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023174-00 FY 2025 Acct No: 1000.45.05.5510.5510.3500.0000.0000.45040. Review: Buyer: Status: Released	Page 3
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 1000.45.05.5510.5510.3500.0000.0000.45040. Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			59991.00
002 FREIGHT	369.00 EACH	2.00000	738.00
Vendor Item Inventory Item/Loc 14009 1 1000.45.05.5510.5510.3500.0000.0000.45040.			738.00
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023174-00 FY 2025 Acct No: 1000.45.05.5510.5510.3500.0000.0000.45040. Review: Buyer: Status: Released	Page 4
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/25	1290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 60729.00

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

Account	Amount	Remaining Budget
1000.45.05.5510.5510.3500.0000.0000.45040.	60729.00	225506.54
MUNICIPAL ENFORCEMENT EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Rejected	05/01/25	JOHN PAINE	need quote sheet with options
Queued	05/01/25	DONALD ROSE	need quote sheet with options
Queued	05/01/25	SANDRA LEWIS	need quote sheet with options
Queued	05/01/25	STEVEN KRONINGER	need quote sheet with options
Queued	05/01/25	SAMANTHA COOLEY	need quote sheet with options
Queued	05/01/25	CLAUDE BUERGER IV	need quote sheet with options
Queued	05/01/25	ANNE FOLEY	need quote sheet with options
Queued	05/01/25	JOHN PAINE	need quote sheet with options

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023817-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELLIGENT ACCESS PUSH START, 12.3"	4.00 EACH	29995.50000	119982.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023817-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released
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Page 2

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS. Additional Description Notes ----- 2025 FORD BRONCO SPORT AS FOLLOWS: 4X4 1.5L ECOBOOST ENGINE W/AUTO START-STOP TECHNOLOGY, ELECTRIC PARKING BRAKE, ELECTRONIC BRAKE ASSIST, 8-SPEED AUTO TRANSMISSION, HOSS 1.0 OFF-ROAD TUNED SUSPENSION, GRILLE-CARBONIZED GRAY W/BRONCO MOLDED IN WHITE, PRIVACY GLASS-2ND ROW AND LIFTGATE, WHEELS-17" CARBONIZED GRAY-PAINTED HIGH GLOSS ALUMINUM, CLIMATER CONTROLS W/REAR AIR DUCT, CARPETED CARGO FLOOR, SEATS CLOTH BUCKET CLOTH, 6 WAY DRIVER/4WAY PASSENGER, REAR CENTER ARMREST(FOLD-DOWN W/2 CUPHOLDERS), SUN VISORS W/MIRRORS (DRIVER/PASSENGER), FORD CO-PILOT 360 INCLUDES AUTO HIGH BEAM HEADLAMPS, BLIS W/CROSS-TRAFFIC, LANE KEEPING SYSTEM, DRIVER ALERT, PRE-COLLISION ASSIST W/AUTOMATIC EMERGENCY BRAKING, DYNAMIC BRAKE SUPPORT, REAR VIEW CAMERA, PRE-COLLISION BRAKING, MIRRORS SIDEVIEW HEATED GLASS, REAR VIEW CAMERA, PUSH BUTTON START, SIRIUS RADIOXM, ADVANCE TRAC, HILL START ASSIST, FORD PASS CONNECT, FRONT AND REAR STABILIZER, INTELIGENT ACCESS PUSH START, 12.3" INSTRUMENT CLUSTER DISPLAY, SYNC 4 W/13.2" LCD CAPACITIVE TOUCHSCREEN IN CENTER STACK W/SWIPE CAPABILITY, CLOUD CONNECTED, 911 ASSIST, CAR PLAY AND ANDROID AUTO COMPATIBLE, DIGITAL OWNERS MANUAL, CONVERSATIONAL VOICE RECOGNITION, SEATING UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS.			

AS REQUESTEDE BY: 2025-PARKS & REC.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023817-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.			119982.00
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			
002 FREIGHT	369.00 EACH	2.00000	738.00
Vendor Item Inventory Item/Loc 14009			
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.			738.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023817-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released
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Page 4

Vendor
 LONG LEWIS FORD OF THE SHOALS, INC
 2800 WOODWARD AVE

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MUSCLE SHOALS, AL 35661

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#256-386-7800
 Fax 256-263-4613

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/01/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Requisition Link

Requisition Total 120720.00

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

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP.	120720.00	95883.36

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	120720.00	8821561.25
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	04/30/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	04/30/25	CHARLES SUMRALL	
Approved	04/30/25	SHONNDA SMITH	

Contract Header

Contract

Ford Fleet T191 Long Lewis Shoals

Supplier

Long-Lewis Of The Shoals Inc

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003123

Sourcing Number

SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/14/2022

End Date

6/14/2026

Documents

- [Master_Agreement_V1.pdf](#)
- [2023 Order Bank Opening Updates.pdf](#)
- [Master_Agreement_V1 \(7\).pdf](#)
- [Updated Ford_Bid_specs T191 5-23-22.pdf](#)
- [Ford 2023 Order Bank Opening Updates.pdf](#)
- [MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf](#)

Items

Item Name	Product Code	UOM
Ford Escape	220000003123-1	31,289.50 Each
Ford Bronco Sport	220000003123-2	37,945.50 Each
Ford Edge	220000003123-4	34,658.50 Each

Item Name	Product Code	UOM	
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mohawk Carpet Distribution LLC for replacement flooring for Municipal Enforcement Western Administrative Complex.

Amount of Contract:

\$24,606.56

Funding Source

Capital - Mun Enforcement Flooring Improv WAC

ATTACHMENTS:

1. 20250429 Mohawk Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 6 May 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Mohawk Carpet Distribution LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Mohawk Carpet Distribution LLC for replacement flooring
for Municipal Enforcement Western Administrative Complex.
Capital - Mun Enforcement Flooring Improv WAC

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$24,606.56

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>23215</u>	2025	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING FOR MUNICIPAL ENFORCEMENT, WESTERN ADMINISTRATIVE COMPLEX (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$24,606.56	<u>(299497)</u> <u>MOHAWK</u> <u>CARPET</u> <u>DISTRIBUTION</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
--	---

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER YOUR QUOTE TSL02677 AND THE SOURCEWELL CONTRACT 061323-MCD EXPIRES 08-09-2027				
001	Office BT433 Academic View Modular Carpet Tile 24x24 Ecoflex Matrix Ecru 958	330.67 EACH	13.55000	4480.58
1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			4480.58

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
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Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

002	BT433 academic view modular carpet tile 24x24 ecoflex Ecru 958	21.34 EACH	13.55000	289.16
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			289.16
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644				
003	Corridors C0191 Rugged foundation LVT 06x48 New Clay 940	700.00 EACH	2.93000	2051.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			2051.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

004 Corridors C0191 Rugged foundation	40.00	2.93000	117.20
LVT 06x48 New Clay 940	EACH		

1 2000.80.00.0000.0000.0000.0000.48010.			
E C0999 .CONSTRUCTN.			117.20

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
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Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

005	Enpress pressure sensitive releasable Eco flex matrix NXT, One & air carpet tile and plank 140-160 sy3/8" nap roller	3.00 EACH	145.41000	436.23
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1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			436.23
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

006	M95 acrylic adhesive 4 gal	1.00 GALLON	182.87000	182.87
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			182.87
Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644				
007	Installation carpet tile	330.00 EACH	8.57000	2828.10
1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			2828.10

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

008 Removal of Broadloom	118.00 EACH	4.03000	475.54
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1 2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			475.54
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

009 Carpet Disposal	118.00 EACH	1.35000	159.30
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1 2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			159.30
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

010 Installation of LVT	700.00 EACH	2.88000	2016.00
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1 2000.80.00.0000.0000.0000.0000.48010.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0999	.CONSTRUCTN.			2016.00

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

011 Conventional Furniture Moving	330.00 EACH	5.38000	1775.40
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1 2000.80.00.0000.0000.0000.0000.48010.		1775.40
E C0999 .CONSTRUCTN.		

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

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Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

012	Install Base Standard 6"	710.00 EACH	2.68000	1902.80
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1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			1902.80
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Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To
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 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

013	Install Standard Transitions	48.00 EACH	2.21000	106.08
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD
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Deliver To
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 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			106.08

Ship To
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 MOBILE, AL 36644

014 Floor Prep Skim coating to 1/8"(Material and Labor	3670.00 EACH	1.69000	6202.30
1 2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			6202.30

Ship To
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 MARILYN BULLARD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

015 Furnish Base 6" Johnsonite DC-82	800.00 EACH	1.23000	984.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			984.00
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Ship To
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 MOBILE, AL 36644
 Delivery Reference
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Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

016 Freight	1.00 EACH	600.00000	600.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 12
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Vendor MOHAWK CARPET DISTRIBUTION LLC 160 S INDUSTRIAL BLVD CALHOUN, GA 30701 Tel#706-847-0885	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 BEATRIZ.JORDAN@CITYOFMOBILE.ORG Delivery Reference MARILYN BULLARD Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			600.00

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total	24606.56
-------------------	----------

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

Account	Amount	Remaining Budget
E C0999 .CONSTRUCTN.	24606.56	15393.44

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	24606.56	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023215-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
---	--

Page 13

Vendor
 MOHAWK CARPET DISTRIBUTION LLC
 160 S INDUSTRIAL BLVD

CALHOUN, GA 30701

Tel#706-847-0885

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 BEATRIZ.JORDAN@CITYOFMOBILE.ORG

Delivery Reference
 MARILYN BULLARD

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/17/25	299497				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	04/21/25	BEVERLY REED	Auto approved by: 91056526
Approved	04/21/25	JAMES ROBERTS	Auto approved by: 91056526
Approved	04/21/25	KENNETH KNOX	Auto approved by: 91056526
Approved	04/21/25	DAVID DAUGHENBAUGH	
Approved	04/21/25	BRENDA RHODES	Auto approved by: 910514227
Approved	04/21/25	TIFFANY HOLLINS	
Approved	04/21/25	RELYA MALLORY	Auto approved by: 910514227
Approved	04/25/25	DONALD ROSE	Auto approved by: 910518227
Approved	04/25/25	SANDRA LEWIS	
Approved	04/25/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	04/25/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	04/25/25	CLAUDE BUERGER IV	Auto approved by: 910518227
Approved	04/25/25	ANNE FOLEY	Auto approved by: 910518227
Approved	04/25/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

Mohawk Carpet Distribution, LLC

Hard- and soft-surface commercial flooring with installation services

#061323-MCD

Maturity Date: 8/9/2027

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Documents

Contract Documentation

[Contract](#) 

Competitive Solicitation Documentation

- [Request for Proposal \(RFP\)](#) 
- [Proof of Publication](#) 
- [Proposal Opening Record](#) 
- [Proposal Evaluation](#) 
- [Comment & Review](#) 
- [Board Resolutions](#) 

Pricing Documentation

Information in this file is subject to change

[Contract 061323-MCD-Price Information](#) 

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Password

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Changing the name of the project.

Amount of Contract:

\$0.00

Funding Source

ATTACHMENTS:

1. BIC MOVETRANSFER SCANNING CITY DOC

REVIEWERS:

Marilyn Bullard

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, the name of BIC Move/Transfer Scanning City, for BIC/Document Storage as adopted by the City Council Resolution No. 09-892, is hereby modified and be changed to “2900 Dauphin Street Renovations and Miscellaneous Repairs for the 311 Call Center and file storage”. All relevant City departments, consultants, contractors, and associated parties are directed to update project references accordingly.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Transfer funds from the Unassigned Fund Balance in the General Fund to Capital Improvement Fund for the Civic Center New Construction & Demo; \$858,798.50

Amount of Contract:

\$858,798.50

Funding Source

C0976

ATTACHMENTS:

1. RESOL GEN FUND TSFR-GET ARENA

REVIEWERS:

Stacey Howard
Carleen Stout
Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of \$ 858,798.50 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) for the following Capital Projects:

C0976 Civic Center New Const & Demo	\$ 858,798.50
-------------------------------------	---------------

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve change order no 2 for increase of \$3,832,000.00 with McElhenney Construction Co. LLC for Storm Drain maintenance.

Amount of Contract:

Increase \$3,832,000.00; Contract amount \$5,956,445.75

Funding Source

C0844

ATTACHMENTS:

1. 2024-3005-07 2024 COM Annual Storm Drain Maintenance (McElhenney) change order 2
2. Change Order Request Form McElhenney Construction 5.1.2025

REVIEWERS:

Jessica White
Nicholas Amberger
Brenda Rhodes
Cherlina Monteiro

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 City of Mobile Annual Storm Drain Maintenance

PROJECT NUMBER: 2024-3005-07

The attached change order number 2 to contract with
McElhenney Construction Co, LLC.

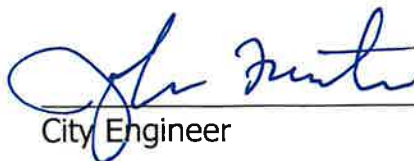
dated January 30, 2024 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- X 5. See attached letter.

 6. Other: _____

REMARKS: _____

N/A
ENGINEER OR CONSULTANT


City Engineer

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated January 30, 2024, with McElhenney Construction, LLC. for storm drain repairs on the project known as 2024 City of Mobile Annual Storm Drain Maintenance (COM Project No. 2024-3005-07); and

WHEREAS, the original contract amount was \$906,795.21 for a task order and unit priced based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and was amended by Resolution dated October 22, 2024, thus extending the term of the contract a period of one year and increasing the original agreement to a total of \$2,124,445.75; and

WHEREAS, the City now desires to exercise the second one-year renewal option, with no changes to the scope of work or unit prices, and to increase the funding by \$3,832,000.00, resulting in a new total contract amount of \$5,956,445.75; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with McElhenney Construction, LLC, attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted:

City Clerk

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment") is made as of the _____ day of _____ 2025, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and McElhenney Construction, LLC, a limited liability company qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor entered into a Contract dated January 30, 2024 (the "Agreement"), for on-call storm drain maintenance at various locations within the City limits; and

WHEREAS the Agreement provides in Item IX of the Articles of Agreement that it shall remain in effect for one (1) year from its effective date, but may be extended by mutual agreement of the parties, contingent upon the obligation of additional funds for similar work, for one or two additional one-year periods; and

WHEREAS, the Agreement was extended by an instrument dated October 22, 2024, to extend the term through January 30, 2026, and increased the contract amount by \$1,217,650.54; and

WHEREAS the City and the Contractor desire to extend the term for an additional one (1) year, increase the total not-to-exceed amount by the amount of \$3,832,000.00 and otherwise reaffirm all other terms and conditions of the Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:
2. Item IX, Articles of Agreement, of the Agreement is amended such that, subject to other provisions of the agreement not modified herein, all covenants, agreements, and stipulations of this Agreement shall remain in full force for an additional one (1) year from the date of full execution of this Amendment.
3. City and Contractor hereby agree that the total not-to-exceed amount under the Agreement is hereby increased by the amount of \$3,832,000.00, for a total Agreement amount of \$5,956,445.75.

4. Except as expressly amended herein, all other terms, conditions, and provisions of the Agreement, as previously amended, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

McElhenney Construction, LLC

William S. Stimpson, Mayor

An authorized signatory

Josh McElhenney President
Name and Title (Printed or Typed)

Date

4-30-25
Date

ATTEST:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, Reese Coombs the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Josh McElhenney whose name as President of McElhenney Construction Co. LLC, LLC, a limited liability company, is signed to the foregoing instrument, and who is known to me or who has produced proper identification, acknowledged before me on this day that, being informed of the contents of the document, he/she, as such President, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 30th day of April, 2025.

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 12/12/2027



April 9, 2025

City of Mobile
Engineering & Infrastructure
Nick Amberger, P.E.
PO Box 1827
Mobile, AL 36633

**RE: 2024 City of Mobile Annual Storm Drain Maintenance
City of Mobile Project No. 2024-3005-07**

Dear Mr. Amberger,

Enclosed are the supporting documents for Contract Amendment No. 2 for the above referenced contract. This project is an on-call, task order driven maintenance contract based on unit prices. It was competitively bid. The contractor has successfully executed numerous task orders and is nearing the end of existing funding and is within the Amended contract term limit of January 30, 2026. The contract contains a renewal clause which states the contract may be renewed under the existing terms, conditions and unit prices contingent upon the obligation of available funds. Said funds are now available and secured.

Adding funding to this type of unit price contract without re-bidding is acceptable under public works bid law because the scope is not changing and the unit prices are not changing. Moreover, the prices are reasonable, the work is necessary, and re-bidding would cause a time delay, additional administrative costs and very likely higher per unit prices from new bidders.

We are requesting the renewal of this contract for the continued maintenance improvements of the City's drainage infrastructure. This renewal will increase the funding by \$3,832,000.00 and will extend the contract term through January 30, 2027.

If you have any questions or need additional information, please do not hesitate to contact our office at 251-208-7243.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Forrester'.

John Forrester, P.E.
City Engineer

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves,
Josh Woods, and Gina Gregory

WHEREAS, bids for storm drain repairs for districts 1,2,3,4,5,6 and 7 were received and opened on December 20, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from McElhenney Construction Co., LLC., in the amount of \$906,795.21.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by McElhenney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: McElhenney Construction., LLC.,

Project Name: MISC Drainage Storm Water Fee (City of Mobile Annual Storm Drain Maintenance)

Project Number: 2024-3005-07

Amount: \$906,795.21

Adopted: JAN 30 2024



City Clerk



**CITY OF MOBILE ANNUAL STORM DRAIN
MAINTENANCE (A.K.A. MISC DRAINAGE
STORM WATER FEE)**

PROJECT No. 2024-3005-07

BID DATE – DECEMBER 20, 2023

CONTENTS

Advertisement for Bids	I
Instructions to Bidders	II
Proposal.....	III
Bid Bond	IV
Labor and Materials Bond	V
Performance Bond	VI
Certificate of Contractor's and Subcontractor's Insurance.....	VII
Special Provisions.....	VIII
Articles of Agreement.....	IX
Supplemental Specifications	X
Task Order	Attachment A
Change Order	Attachment B
Contractor's Insurance Certification.....	Attachment C
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report.....	Attachment D
Certifications, Affidavits, & Project Closeout.....	Attachment E
Sign Details.....	Attachment F
Tax Exemption.....	Attachment G

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, December 20, 2023 and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No: 2024-3005-07
Project: 2024 City of Mobile Annual Storm Drain Maintenance
Project Description: Storm Drain Repairs

Contract documents may be inspected and obtained from the City of Mobile Engineering Department upon payment of ten dollars (\$10.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on December 15, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on December 13, 2023 at 10:30 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 City of Mobile Annual Storm Drain Maintenance**, City of Mobile Project No. **2024-3005-07**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES NOVEMBER 26TH, DECEMBER 3RD AND 10TH 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. TYPE OF PROPOSAL:

The services to be performed by CONTRACTOR under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference.

The OWNER reserves the right to issue an unlimited number of Task Orders each year pursuant to the Contract. Additionally, the Owner reserves the right to issue no Task Orders in any given year pursuant to the Contract.

UNIT PRICE BID – The Proposal for the work is to be submitted on a unit price basis. Unit price amounts shall be submitted on all items of work set forth in the Proposal. Estimates of quantities of each class of work to be performed are specified in the Proposal, and although stated with as much accuracy as possible, are approximate only, and are assumed solely for the basis of calculation upon which the award of contract shall be made. The BIDDER should not assume that he shall receive such quantity of work if awarded this contract. Payment to the CONTRACTOR will be made on the measurement of the work actually performed by the CONTRACTOR as specified in the Contract Documents.

2. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

3. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

4. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the

Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

5. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

6. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

7. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama. and includes the Mayor acting through the City Council, its governing body.

8. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

9. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

10. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **City of Mobile Annual Storm Drain Maintenance**, City of Mobile Project No. **2024-3005-07**, in the City of Mobile, Alabama".

11. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's

responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

12. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

13. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

14. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

15. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

16. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

17. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

18. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

19. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

20. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

21. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of

workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

22. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

(c) Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

(d) Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

23. SCHEDULE OF CONSTRUCTION

(a) Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed by the CITY. Work will begin on each and every Task Order within ten (10) days of Notice to Proceed.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 12/20/2023

The undersigned, as BIDDER, declares that he has carefully examined the Contract Documents for the construction of the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and types of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which are incorporated herein and made a part of this Proposal.

Project Name: City of Mobile Annual Storm Drain Maintenance

Project No: 2024-3005-07

Project Description: On-Call Storm Drain Maintenance

Major work items include: Storm Drain Maintenance

The Bidder further agrees to construct the improvements in accordance with the Task Order issued for the specified work.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on December 15, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.



2024-3005-07

Bid Sheet 1 of 3

2024 City of Mobile Annual Storm Drain Maintenance

BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206C010	25	SY	REMOVING CONCRETE DRIVEWAY (INCLUDING SAW CUTTING)	Seventy Three Dollars and Thirty Seven Cents	\$73.37	\$1,834.25
206C020	20	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Seventy Three Dollars and Thirty Seven Cents	\$73.37	\$1,467.40
206D003	50	LF	REMOVING CONCRETE GUTTER/CURB (ALL TYPES)(INCLUDING SAW CUTTING)	Thirty Six Dollars and Sixty Eight Cents	\$36.68	\$1,834.00
206D005	50	LF	REMOVING PIPE 24" OR LESS DIAMETER	Sixty One Dollars and Eleven Cents	\$61.11	\$3,055.50
206D006	50	LF	REMOVING PIPE 27" -36" DIAMETER	Ninety One Dollars and Seventy One Cents	\$91.71	\$4,585.50
206E000	5	EA	REMOVING INLETS, PARTIAL TOP AND THROAT	One Thousand Six Hundred Fifty Dollars and Seventy Two Cents	\$1,650.72	\$8,253.60
210A000	30	CY	UNCLASSIFIED EXCAVATION (INCLUDING SAW CUTTING)	Seventy Seven Dollars and Two Cents	\$77.02	\$2,310.60
210D000	30	CY	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2 OR BETTER)	Sixty Four Dollars and Thirty Three Cents	\$64.33	\$1,929.90
214A000	15	CY	STRUCTURE EXCAVATION (0' TO 6' DEPTH)	Nineteen Dollars and Sixteen Cents	\$19.16	\$287.40
260A000	24	CY	FLOWABLE FILL	Five Hundred Eighty One Dollars and Nine Cents	\$581.09	\$13,946.16
301A000	150	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Sixty Three Dollars and Twenty Four Cents	\$63.24	\$9,486.00
305B000	100	TON	57 STONE	One Hundred Sixteen Dollars and Fifteen Cents	\$116.15	\$11,615.00
429A002	50	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING OR LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Three Hundred Fifty Eight Dollars and Sixty Five Cents	\$358.65	\$17,932.50
533A001	50	LF	15" STORM SEWER, RCP	One Hundred Seventeen Dollars and Thirty Eight Cents	\$117.38	\$5,869.00
533A002	50	LF	18" STORM SEWER	One Hundred Twenty One Dollars and Fifty Cents	\$121.50	\$6,075.00
533A003	50	LF	24" STORM SEWER	One Hundred Sixty One Dollars and Two Cents	\$161.02	\$8,051.00
533A004	50	LF	30" STORM SEWER	Two Hundred Twenty Eight Dollars and Forty Six Cents	\$228.46	\$11,423.00
533A005	50	LF	36" STORM SEWER	Three Hundred Eighteen Dollars and Forty Seven Cents	\$318.47	\$15,923.50
533A00	50	LF	48" STORM SEWER	Four Hundred Twenty Dollars and Three Cents	\$420.03	\$21,001.50
539A001	1400	LF	PIPELINE CLEANING - 12"-24"	Nine Dollars and Eighteen Cents	\$9.18	\$12,852.00
539A002	1500	LF	PIPELINE CLEANING - 27"-36"	Twelve Dollars and One Cent	\$12.01	\$18,015.00
539A003	100	LF	PIPELINE CLEANING - 42"-48"	Twenty Two Dollars and Sixty One Cents	\$22.61	\$2,261.00
539A010	1500	LF	PIPELINE VIDEOING - 12"-24"	Three Dollars and Fifty Three Cents	\$3.53	\$5,295.00



2024-3005-07

Bid Sheet 2 of 3

2024 City of Mobile Annual Storm Drain Maintenance

539A020	1200	LF	PIPELINE VIDEOING - 27"-36"	Four Dollars and Ninety Five Cents	\$4.95	\$5,940.00
539A030	100	LF	PIPELINE VIDEOING - 42"-48"	Eight Dollars and Forty Eight Cents	\$8.48	\$848.00
618B000	25	SY	CONCRETE DRIVEWAY (MATCH EXISTING)- INCLUDING REINFORCEMENT& SAW CUTTING	One Hundred Eighty Nine Dollars and Sixty Three Cents	\$189.63	\$4,740.75
620A000	10	CY	MINOR STRUCTURE CONCRETE	Two Thousand Forty Two Dollars and Ninety Six Cents	\$2,042.96	\$20,429.60
621A000	5	EA	JUNCTION BOX, PARTIAL (TOP)	Six Thousand Eight Hundred Fifty Nine Dollars and Ninety Cents	\$6,859.90	\$34,299.50
621C001	8	EA	INLET, TYPE S1 OR S3 (TWO WING) PARTIAL (TOP AND THROAT)	Six Thousand Sixty One Dollars and Fifty Three Cents	\$6,061.53	\$48,492.24
621C002	8	EA	INLET, TYPE S1 OR S3 (ONE WING) PARTIAL (TOP AND THROAT)	Five Thousand Five Hundred Ninety Five Dollars and Twenty Three Cents	\$5,595.23	\$44,761.84
621C003	4	EA	INLET, CITY C-INLET (NO WING) PARTIAL (TOP AND THROAT)	Five Thousand Five Hundred Ninety Five Dollars and Twenty Three Cents	\$5,595.23	\$22,380.92
623A000	50	LF	CONCRETE GUTTER (INCLUDING SAW CUTTING)	One Hundred Twenty Three Dollars and Eighty Three Cents	\$123.83	\$6,191.50
623C000	50	LF	COMBINATION CURB AND GUTTER (INCLUDING SAW CUTTING)	Ninety Nine Dollars and Seventeen Cents	\$99.17	\$4,958.50
645U-505	130	LF	12 INCH CURED IN PLACE LINER	One Hundred Thirty Four Dollars and Twenty Four Cents	\$134.24	\$17,451.20
645U-510	150	LF	15 INCH CURED IN PLACE LINER	One Hundred Sixty Nine Dollars and Fifty Seven Cents	\$169.57	\$25,435.50
645U-512	150	LF	18 INCH CURED IN PLACE LINER	Two Hundred Eleven Dollars and Ninety Six Cents	\$211.96	\$31,794.00
645U-515	400	LF	24 -27 INCH CURED IN PLACE LINER	Three Hundred Forty Six Dollars and Twenty Cents	\$346.20	\$138,480.00
645U-520	100	LF	30 INCH CURED IN PLACE LINER	Four Hundred Twenty Three Dollars and Ninety One Cents	\$423.91	\$42,391.00
645U-525	400	LF	36 INCH CURED IN PLACE LINER	Four Hundred Fifty Nine Dollars and Twenty Four Cents	\$459.24	\$183,696.00
650A000	25	CY	TOPSOIL	One Hundred Nineteen Dollars and Eighty Eight Cents	\$119.88	\$2,997.00
654A000	100	SY	SOLID SODDING (MATCH EXISTING)	Sixteen Dollars and Sixty Six Cents	\$16.66	\$1,666.00
740A1	5	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL 2- LANES 25-35 MPH	Four Thousand Twenty Seven Dollars and Seventeen Cents	\$4,027.17	\$20,135.85
740A2	5	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 35 MPH	Four Thousand Twenty Seven Dollars and Seventeen Cents	\$4,027.17	\$20,135.85
740A3	5	DAY	FURNISHING, INSTALLING, AND IMPLEMENTING TRAFFIC CONTROL OVER 3 LANES	Three Thousand Eight Hundred Eighty Five Dollars and Eighty Seven Cents	\$3,885.87	\$19,429.35
741C000	5	DAY	PORTABLE SEQUENTIAL ARROW CHEVRON SIGN UNIT	Two Thousand One Hundred Nineteen Dollars and Fifty Six Cents	\$2,119.56	\$10,597.80
745A000	50	HOURL	UNIFORMED POLICE OFFICER	Eighty Four Dollars and Seventy Eight Cents	\$84.78	\$4,239.00
999X-000	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Ten Thousand Dollars and Zero Cents per LUMP SUM	\$10,000.00	\$10,000.00
TOTAL BASE BID				Nine Hundred Six Thousand Seven Hundred Ninety Five Dollars and Twenty One Cents	\$906,795.21	



2024-3005-07

Bid Sheet 3 of 3

2024 City of Mobile Annual Storm Drain Maintenance

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL
INCLUDE MOBILIZATION, ALL LABOR, EQUIPMENT,
MATERIALS, AND REMOVALS AS REQUIRED FOR
CONSTRUCTION OF THE REQUIRED WORK

Base Bid

Total (All items listed in Proposal) \$906,795.21

Written in words Nine Hundred Six Thousand Seven Hundred Ninety Five Dollars and Twenty One Cents

Number of working days to complete will be specified in each individual task order.

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder M'Elhenney Construction Co. LLC J.M.
(If a Corporation)

By J.M.
President
Josh M'Elhenney
Print

Business Address PO Box 1409 Theodore AL 36580

J.M.
Secretary
Josh M'Elhenney
Print

Business Address PO Box 1409 Theodore AL 36580

J.M.
Treasurer
Josh M'Elhenney
Print

Business Address PO Box 1409 Theodore AL 36580

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: J.M.
Secretary

AL-49555
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That McElhenney Construction Company, LLC
(Name of Contractor)
3835 Gordon John Drive, Mobile, AL 36693
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **City of Mobile Annual Storm Drain Maintenance, City of Mobile Project No. 2024-3005-07**.

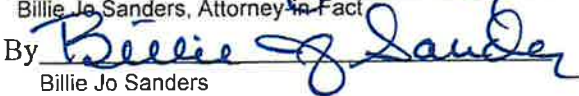
The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered December 20, 2023 (Date)
McElhenney Construction Company, LLC
By:  (Contracting Firm)

Witness as to Principal By:  (SEAL)
Western Surety Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent


Billie Jo Sanders, Attorney in Fact
By 
Billie Jo Sanders

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price,
Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of December, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.enasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC
3835 Gordon John Drive, Mobile, AL 36693 as Principal and Western Surety Company

151 N. Franklin Street, Chicago, IL 60606 as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Nine Hundred Six Thousand, Seven Hundred Ninety Five & 21/100 Dollars (\$ 906,795.21) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____(hereinafter called the Contract) for 2024 COM Storm Drain Maintenance Contract, Project No.2024-3005-07 which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____
20____.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: _____
(Signature)
Josh McElhenney
(Print)

ITS: President
(Title)

ATTEST:

(Signature)
Robert M. Donough
(Print)
ITS: P.M.
(Print)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Billie Jo Sanders
(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST:

(Signature)
Connie Smith
(Print)
ITS: Witness
(Print)

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we McElhenney Construction Company, LLC

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Nine Hundred Six Thousand, Seven Hundred Ninety Five & 21/100 dollars (\$ 906,795.21), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20, entered into a Contract with the Owner for 2024 COM Storm Drain Maintenance Contract, Proj. #2024-3005-07 which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
20____.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

ATTEST:


(Signature)
Robert M. McDonough (Print)
ITS: P.M.
(Title)

BY:


(Signature)
Josh McElhenney
(Print)
ITS: President
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: 
(Signature)
Billie Jo Sanders
(Print)
ITS: Attorney-in-Fact
(Title)

ATTEST:


(Signature)
Connie Smith (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J. Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price,
Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of November, 2023.



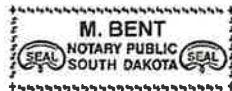
WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.enasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
- | | |
|---------------------------|---------------------------|
| Bodily Injury by Accident | \$1,000,000 each accident |
| Bodily Injury by Disease | \$1,000,000 policy limit |
| Bodily Injury by Disease | \$1,000,000 each employee |
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.



MCELCON-01

KOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL: afoster@turnerfirst.com ADDRESS: afoster@turnerfirst.com
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Co. NAIC # 16535 INSURER B: Scottsdale Insurance Co. 41297 INSURER C: Transguard Insurance Company of America 28886 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO3538202-01	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL Aggregate \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	BAP3538203-01	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	XLS2002325	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3538201-01	7/1/2023	7/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented			IMP4001354-00	7/1/2023	7/1/2024	\$2,500 Ded/Per Item 400,000
C	Sched. Equipment			IMP4001354-00	7/1/2023	7/1/2024	\$2,500 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024-3005-07 - 2024 City of Mobile Annual Storm Drain Maintenance

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile 9th Floor South Tower 205 Government Street Mobile, AL 36644	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization. work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The contractor shall provide maintenance for a period of one year from final payment receipt by Contractor. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable specifications of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each

invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.
64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction Co, LLC party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: City of Mobile Annual Storm Drain Maintenance

Project No: 2024-3005-07

Project Description: Storm Drain Maintenance

Major work items include: Storm Drain Maintenance, pipe lining, storm drain cleaning and video

City of Mobile Project Number **2024-3005-07**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 906,795.21) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, standard specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions

thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is CITY ENGINEER.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

TASKORDERS:

(22) The amount of work to be performed pursuant to the Contract will be more specifically identified in Task Orders to be issued by the City. Each Task Order will include various line items of work as described herein. Each Task Order may include additional instructions regarding the work requested thereunder. Each Task Order shall be considered part of the Contract Documents and shall be incorporated herein upon issuance of the Task Order by the City. The Contractor will be given a Notice to Proceed for each Task Order issued. No amount of work is guaranteed to be issued through Task Orders.

Each Task Order shall contain an identification of the project ("Project"), description of the work to be completed, compensation to be paid to CONTRACTOR for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

Once a Task Order has been approved, the CONTRACTOR will be given a Notice to Proceed.

COMMENCEMENT AND COMPLETION:

(23) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in the Task Order, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

TERM:

(24) The term of the Contract shall be one year from the effective date of execution of the Contract. This agreement may be terminated pursuant to this Agreement. Nothing in this agreement grants exclusive rights to the CONTRACTOR to perform the type of work described in the Contract Documents for the City. This contract may be renewed, under the existing terms, conditions, and unit prices, at the discretion of the CITY ENGINEER, and by written agreement with the CONTRACTOR, contingent upon the obligation of additional funds for similar work, for one or two additional one year periods.

In the event of the expiration or partial termination of this Agreement, CONTRACTOR shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further

amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

If the City deems necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

ESTIMATE:

(25) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(26) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

CHANGE ORDERS:

(27) City may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by CONTRACTOR have been affected by such change properly approved, Contractor's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

E-VERIFY:

(28) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(29) The source of funds for payment by City under this contract is C0844. Said funds are / are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(30) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(31) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(32) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(33) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

TERMINATION:

(34) City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to CONTRACTOR. In such event, CONTRACTOR will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

NOTICE:

(35) Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City Engineering
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: John Forrester, P.E.,

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

SURVIVAL OF CONTRACT TERMINATION:

(36) The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

MISCELLANEOUS:

Governing Law: The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

Assignment: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

Binding Effect: The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

Parties in Interest: Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Amendment and Waiver: This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Venue, Jurisdiction and Process: The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

Preparation of Agreement: All provisions of this Agreement have been subject to full and careful review by and negotiation between CONTRACTOR and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

Entire Agreement: This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY: Lisa C. Lambert

CITY CLERK

Lisa C. Lambert



WITNESSES:

_____ (Print)

CITY OF MOBILE

BY: William S. Stimpson

ITS MAYOR

William S. Stimpson (Print)

CONTRACTOR:

AN INDIVIDUAL

_____ (Print)

CONTRACTOR: (IF CORPORATION)

M'Elhenny Construction LLC SRM (Print)

BY: Josh M'Elhenny

ITS PRESIDENT

Josh M'Elhenny (Print)

ATTEST:

Robert M. McDonough

ITS SECRETARY

Robert M. McDonough (Print)

1/4/24

DATE

Corporate Seal



STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Josh McElhenney, whose name is signed to the foregoing instrument in the capacity of President of McElhenney Construction Company LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 8 day of January, 2024.



NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

6. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B125.1

Description

This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B126.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. ITEM 623-B127 REMOVAL AND REINSTALLATION OF SLATE TILES:

623.B127.1

Description

This section shall include the work of removing, stockpiling, reinstalling of slate tiles.

623.B127.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, grouting, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

12. SECTION 650. PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT “A”

TASK ORDER

TASK ORDER NUMBER: _____

Contract No. _____

Project No. _____

This Task Order is made this the ____ day of _____, 20__, by and between The City of Mobile ("City") and _____ ("Contractor") pursuant to the terms and conditions set forth in the Contract executed between the parties on the ____ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineer Project Number for this Task Order is _____. The Engineering Project Number shall be referenced in each invoice/estimate submitted by Contractor to City under this Task Order.
2. The work to be performed by Contractor, the Project Schedule, Deliverables, and the Compensation to be paid to Contractor for the performance of the work described under this Task Order is set forth in the executed Contract/Agreement that has been accepted by the City and incorporated herein by reference. A Scope of Services checklist and/or project plans may be included with this task if required.
3. The number of working days to complete this task order will be _____.

CITY

CONTRACTOR

Signature

Signature (SEAL)

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

ATTACHMENT “B”

CHANGE ORDER

CHANGE ORDER

Contract No. _____
Project No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Contract dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Contractor"), this Change Order modifies the Agreement as follows:

1. Change in Services: _____

_____.
2. Change in time of Performance (attach schedule if appropriate): _____
_____.
3. Change in Engineer's Compensation: _____
_____.

All other terms and conditions remain unchanged.

CITY

Signature

Name (Printed or Typed)

Date

CONTRACTOR

Signature (SEAL)

Name (Printed or Typed)

Date

ATTACHMENT “C”
CONTRACTORS INSURANCE CERTIFICATES



MCELCON-01

KOWENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com														
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Insurance Co.</td><td>16535</td></tr><tr><td>INSURER B: Scottsdale Insurance Co.</td><td>41297</td></tr><tr><td>INSURER C: Transguard Insurance Company of America</td><td>28886</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Co.	16535	INSURER B: Scottsdale Insurance Co.	41297	INSURER C: Transguard Insurance Company of America	28886	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	GLO3538202-01	7/1/2023	7/1/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COM/PROP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td>EBL Aggregate</td><td>\$</td><td>1,000,000</td></tr><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COM/PROP AGG	\$	2,000,000	EBL Aggregate	\$	1,000,000	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$	
EACH OCCURRENCE	\$	1,000,000																																						
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PROPERTY DAMAGE (Per accident)	\$																																							
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	BAP3538203-01	7/1/2023	7/1/2024	<table><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table>	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$																									
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PROPERTY DAMAGE (Per accident)	\$																																							
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	☒	☒	XL52002325	7/1/2023	7/1/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>5,000,000</td></tr></table>	EACH OCCURRENCE	\$	5,000,000	AGGREGATE	\$	5,000,000																											
EACH OCCURRENCE	\$	5,000,000																																						
AGGREGATE	\$	5,000,000																																						
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	☒	WC3538201-01	7/1/2023	7/1/2024	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000																					
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E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																																						
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																																						
C	☒ Leased/Rented			IMP4001354-00	7/1/2023	7/1/2024	\$2,500 Ded/Per Item																																	
C	☒ Sched. Equipment			IMP4001354-00	7/1/2023	7/1/2024	\$2,500 deductible																																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024-3005-07 - 2024 City of Mobile Annual Storm Drain Maintenance

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile 9th Floor South Tower 205 Government Street Mobile, AL 36644	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD ²		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____ ADDRESS: _____ (INSURER(S) AFFORDING COVERAGE) NAIC # _____				
INSURED		INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUP BEING AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ AGG OTHER: _____					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES - Per occurrence \$ MED EXP - Any one person \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP OR AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NO POINTED AUTOS ONLY					COMBINED SINGLE LIMIT \$ BODILY INJURY - Per person \$ BODILY INJURY - Per accident \$ PROPERTY DAMAGE - Per accident \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUP EXCESS LIAB ☐ CLAIMS-MADE COV ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY AN PROPRIETOR / PARTNER / EXEC, THE OFFICER / MEMBER / OWNER (Mandatory in NH) WITH EMPLOYER'S STATE DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE ☐ STATE ☐ FED ☐ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS, LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required) Project Name: _____ Project Number: 2024-0005-00 City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable, which coverage shall be Primary and Non-contributory). Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).						
CERTIFICATE HOLDER			CANCELLATION			
City of Mobile P.O. Box 1327 Mobile, Alabama 36683-1827			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____			

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ATTACHMENT “D”

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2024-3005-07 Current Date 1/5/24

Project Description City of Mobile Annual Storm Drain Maintenance

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is an annual maintenance contract for

repair services that will be executed by task order only. Some tasks are specialized and require use of

subcontractors that a limited amount of contractors qualify to perform that work.

Nick Amberger

Requested By (Department Director)

Nick Amberger (JF)
(Signature)

251-208-7426

Telephone Number

City Engineer
(Title)

1/5/2024
(Date)

nick.amberger@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Andreique Williams (Title) *1/11/2024* (Date)

Approved By (CAO)



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Acquas@cityofmobile.org
251.203.7.267
105 Government Street, 5th Floor

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

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

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

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archived@cityofmobile.org
251-208-7907
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McElhenney Construction Company, LLC
Address	3835 Gordon John Drive, Mobile, AL 36693
Telephone	251-973-0030
E-Mail	drew@mcclhenneyconst.com

RFP/RFQ Solicitation Number	2024-3005-07
Project Description	City of Mobile Annual Storm Drain Maintenance
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 32 Female 5 Minority 18 Non-minority 19 SDVO
Total # of Employees	37

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew Windham Date: 12/20/2023
Signature: [Signature]
Title: PM

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Drew Windham Title: PM
Email: drew@mcclhenneyconst.com Phone: 251-973-0030



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
 e-mail: ASupplier@caltrans.ca.gov
 251-208-7967
 305 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company: McElhenny Construction Your Bid/Proposal Amount: \$ 906,795.21

Date: 12/20/2023

Name of Bidder/Proposer	Description
McElhenny Construction Company, LLC	City of Mobile Annual Storm Drain Maintenance

Intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenny Construction Company, LLC Phone: 251-973-0030 Email: drew@mcElhennyConst.com
 Contact Person: Drew Wickham

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
☒		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒		CMDOT/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UDAP DBE Listing.
☒		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒		FOLLOW-UP: The bidder followed up initial information of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors with no pricing, after negotiation, remains unresponsive or uncontactable. (Please document qualifications deficiencies or unavailability pricing if it prevented your engagement of specific DBE subcontractors.)
☒		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBE's reasonable time to respond.
☒		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



CITY OF MOBILE
Subcontracting and Major Supplier Plan

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance office, and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor, and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2 (B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. Please indicate additional efforts you have taken to recruit and engage DBEs.

Return to Office of Supplier Diversity
Via email: kut@cityofmobile.org

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:

Certified DBE:

YES

NO

Contract Start Date:

DESCRIPTION:

Estimated Completion Date:

This report is for the month of:
(CHECK ONE):

JAN
FEB
MARCH

APR
MAY
JUNE

JULY
AUG
SEPT

OCT
NOV
DEC

FINAL

Original Contract Amount

Total Amount of Contract Changes
(change orders or amendments)

Final Contract Amount
(Include contract changes)

Payments to Date from
City of Mobile

OFFICE USE ONLY
(Verification)

\$

\$

\$

\$

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR

DBE DESCRIPTION OF WORK

DBE SUBCONTRACT AMOUNT

DBE PAYMENTS THIS
REPORT

PAYMENTS TO DATE

OFFICE USE ONLY
(Verification)

\$

\$

\$

\$

\$

\$

\$

\$

TOTALS

\$

\$

\$

\$

\$

\$

\$

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME

SIGNATURE

(Title)

(Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh McElhenney (affiant) who, being duly sworn says as follows:

President/CEO of McElhenney Construction Co. LLC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for McElhenney Construction Co. LLC. I shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said McElhenney Construction Co. LLC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.

J. M.
CEO of McElhenney Construction Co. LLC.

Sworn to and subscribed before me this the 20th day of December, 2023

I certify that the affiant is known to me to be the identical party he or she claims to be.

Ellen Reese Coombs
Signature and Seal of Notary Public

Ellen Reese Coombs
Notary Public
Alabama State at Large
My Commission Expires 01/17/2024



Company ID Number: 709831

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McElhenney Construction Company, LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 709831

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 709831

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 709831

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer



Company ID Number: 709831

may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).



Company ID Number: 709831

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time



Company ID Number: 709831

of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form



Company ID Number: 709831

I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

Company ID Number: 709831

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS



Company ID Number: 709831

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity



Company ID Number: 709831

regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 709831

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer McElhenney Construction Company, LLC	
Josh R McElhenney	
Name (Please Type or Print)	Title
Electronically Signed	09/10/2013
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	09/10/2013
Signature	Date
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	McElhenney Construction Company, LLC
Company Facility Address:	3926 Harmony Ridge Circle East
	Semmes, AL 36575
Company Alternate Address:	PO Box 2548
	Semmes, AL 36575
County or Parish:	MOBILE
Employer Identification Number:	320414294



Company ID Number: 709831

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Josh R McElhenney	
Telephone Number:	(251) 402 - 5794	Fax Number:
E-mail Address:	mcelhenneyj@gmail.com	

ATTACHMENT “E”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2024-3005-07
City of Mobile Annual Storm Drain Maintenance**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2024-3005-07
City of Mobile Annual Storm Drain Maintenance

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

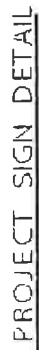
The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year from final payment receipt by Contractor.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year from final payment receipt by Contractor.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “F”

SIGN DETAILS



- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel
- 2) Sign to be placed at location directed by the Engineer
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 12/20/2023

Name of Project: City of Mobile Annual Storm Drain Maintenance
Project Number: 2024-3005-07

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 5,923.70

ADDITIVE ALTERNATE #1:

\$

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder McElhenney Construction Company, LLC
Mailing Address P.O. Box 1409 Theodore, AL 36590

*By (Legal Signature) Drew Whelham

*Name (type or print) Drew Whelham (Seal)

*Title Project Manager

Telephone Number 251-973-0030

STATE OF ALABAMA



BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 49555

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCLENNEN CONSTRUCTION COMPANY LLC

THEODORE, AL 36590

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

D: DEMOLITION, HIRRS: BRIDGES, HIRRS: CONCRETE, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until April 30, 2024 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of April, 2023

Michael B. Lee

SECRETARY-TREASURER

David A. Lee

CHAIRMAN

193298



Company ID Number: 709831



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McElhenney Construction Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 709831

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 709831

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



Company ID Number: 709831

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 709831

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 709831

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 709831

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 709831

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 709831

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 709831

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 709831

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 709831



E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 709831

Approved by:

Employer McElhenney Construction Company, LLC	
Name (Please Type or Print) Josh R McElhenney	Title
Signature Electronically Signed	Date 09/10/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/10/2013



Company ID Number: 709831

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McElhenney Construction Company, LLC
Company Facility Address	3926 Harmony Ridge Circle East Semmes, AL 36575
Company Alternate Address	PO Box 2584 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	320414254
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 709831



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
----	---



Company ID Number: 709831

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Josh R McElhenney
Phone Number 2519730030
Fax
Email josh@mcelhenneyconst.com



Company ID Number: 709831



This list represents the first 20 Program Administrators listed for this company.

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated January 30, 2024, with McElhenney Construction, LLC. for storm drain repairs on the project known as 2024 City of Mobile Annual Storm Drain Maintenance (COM Project No. 2024-3005-07); and

WHEREAS, the original contract amount was \$906,795.21 for a task order and unit priced based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and the term option is being extended without any change in scope or in unit prices, but only additional funding approved for \$1,217,650.54, increasing the original agreement to a total of \$2,124,445.75; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with McElhenney Construction, LLC, attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted: OCT 22 2024
Lana Payerbach

ASSISTANT
City Clerk

AMENDMENT TO EXTEND TERM OF AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment") is made as of the 22 day of October 2024, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and McElhenney Construction, LLC, a corporation qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor are parties to that certain Contract dated January 30, 2024 (the "Agreement"), which Agreement provides for unit priced on-call storm drain maintenance at various locations within the City limits, in the contract not to exceed amount of \$906,795.21; and

WHEREAS the Agreement provides in Item IX, Articles of Agreement, that the Agreement shall remain in effect one year from the effective date of execution of the Agreement, but may be extended by mutual agreement of the parties, contingent on the allocation of additional funding for further work; and

WHEREAS the City and the Contractor desire to extend the term of the Agreement for an additional one year, and to increase the not to exceed compensation of the contract by the additional amount of \$1,217,650.54, and to ratify and adopt all other terms of the Agreement as originally agreed upon, specifically including the scope and unit prices included therein; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefore, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:
2. Item IX (24) of the Agreement is amended such that the first sentence is removed and replaced as follows: "The Term of the contract shall extend until January 30, 2026."
3. Item IX (1) is amended such that the estimated total dollar amount shall be increased by the amount of \$1,217,650.54, for a total Agreement amount of \$2,124,445.75.
4. The Agreement and all of its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

McElhenney Construction, LLC

William S. Stimpson
William S. Stimpson, Mayor

[Signature]
An authorized signatory

Josh McElhenney President
Name and Title (Printed or Typed)

10/24/24
Date

10-9-24
Date

ATTEST:

Lana Pafenbach
Assistant City Clerk



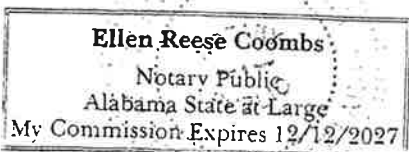
STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Josh McElhenney, as an authorized signatory for McElhenney Construction, LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 9th day of October, 2024.

(SEAL)



Ellen Reese Coombs
Notary Public
My Commission Expires: 12/12/27

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2024 City of Mobile Annual Storm Drain Maintenance

PROJECT NUMBER: 2024-3005-07

The attached change order number 1 to contract with
McElhenney Construction Co, LLC.

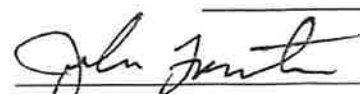
dated January 30, 2024 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

 X 5. See attached letter.

 6. Other: _____

REMARKS: _____



ENGINEER OR CONSULTANT

City Engineer



October 8, 2024

City of Mobile
Engineering & Infrastructure
Nick Amberger, P.E.
PO Box 1827
Mobile, AL 36633

**RE: 2024 City of Mobile Annual Storm Drain Maintenance
City of Mobile Project No. 2024-3005-07**

Dear Mr. Amberger,

Enclosed are the supporting documents for Contract Amendment No. 1 for the above referenced contract. This project, funded through the City of Mobile's stormwater fee, is an on-call, task order driven maintenance contract based on unit prices. It was competitively bid. The contractor has successfully executed numerous task orders and is nearing the end of existing funding and the within the contract term limit of January 30, 2025. The contract contains a renewal clause which states the contract may be renewed under the existing terms, conditions and unit prices contingent upon the obligation of available funds. Said funds are now available through stormwater fee funding.

Adding funding to this type of unit price contract without re-bidding is acceptable under public works bid law because the scope is not changing and the unit prices are not changing. Moreover, the prices are reasonable, the work is necessary, and re-bidding would cause a time delay, additional administrative costs and very likely higher per unit prices from new bidders.

We are requesting the renewal of this contract for the continued maintenance improvements of the City's drainage infrastructure. This renewal will increase the funding by \$1,217,650.54 and will extend the contract term through January 30, 2026.

If you have any questions or need additional information, please do not hesitate to contact our office at 251-208-7243.

Sincerely,

A blue ink signature of John Forrester, P.E., written in a cursive style.

John Forrester, P.E.
Assistant City Engineer



MCELCON-01

AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster	
	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350	
	E-MAIL ADDRESS: afoster@turnerfirst.com	
INSURED McElhenney Construction Co., LLC P.O. Box 1409 Theodore, AL 36590	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
	INSURER B : Scottsdale Insurance Co.	41297
	INSURER C : Transguard Insurance Company of America	28886
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included ☒ Contractual Liab Inc GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	GLO3538202-02	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL Aggregate \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	BAP3538203-02	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	X	X	XLS2004610	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC3538201-02	7/1/2024	7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Leased/Rented			IMP4001354-01	7/1/2024	7/1/2025	\$2,500 Ded/Per Item 400,000
C	☒ Scheduled Equipment			IMP4001354-01	7/1/2024	7/1/2025	\$2,500 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2024-3005-07 - 2024 City of Mobile Annual Storm Drain Maintenance

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability, Automobile Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
9th Floor South Tower
205 Government Street
Mobile, AL 36644

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005DATE OF REQUEST: 5/1/2025CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)VENDOR NAME: McElhenney Construction Co. LLC

DISTRICT#: Select Item.

DEPT. PROJECT#: 2024-3005-07REQUEST: Please ☒ add / subtract \$ 3,832,000.00 from Capital Project#/Title: 00844Misc Drainage-Storm Water Fee
to contract# 4850Total amount of Change Order: \$ 3,832,000.00
2,124,445.75 L.W.Current contract amount: \$ 2,124,445.75
3,832,000.00 L.W.Revised contract amount: \$ 5,956,445.75Comments: Amending Contract second one-year
renewal term for the Continual Maintenance improvementLasny Williams
Employee signatureJohn Smith
Approval signature



CAPITAL CONTRACT SUMMARY SHEET

C#5354

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Bienville Square - Site and Lighting Improvements

CAPITAL PROJECT #: C0603 (20002000-42200)

CONTRACT AMOUNT: \$31,875.00 DATE OF
RECEIPT: 5/1/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-036-25

PROJECT DESCRIPTION: Consultant Shall Provide Designs For Site And
Lighting Improvements.

VENDOR NAME: Watkins Acy Strunk Design Inc

VENDOR NUMBER: 293962

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)
Performance-Contributed	Contractual	Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special
rate _____

****Unit Price Contracts are estimates per F. Kessler - do not require Change Orders***

*****General Construction requires Change Order for 10% overages.***

Prepared by: Emma Dean – Office Assistant II Date: 04/30/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Consultant Shall Provide Designs For Site And Lighting Improvements.

Amount of Contract:

\$31,875.00

Funding Source

C0603 TIF BIENVILLE SQUARE FOUNTAIN/ALLIA (20002000-42200)

ATTACHMENTS:

1. CAP-00001 - WATKINS ACY STRUNK DESIGN INCConsultantCAP - 00001 - - Executed Contract

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Watkins Acy Strunk Design Inc.

Project Name: Bienville Square - Site and Lighting Improvements

Project Number: PR-036-25

Amount: \$31,875.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Bienville Square - Site and Lighting Improvements

CAPITAL PROJECT #: C0603 (20002000-42200)

CONTRACT AMOUNT: \$31,875.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-036-25

PROJECT DESCRIPTION: Consultant Shall Provide Designs For Site And Lighting Improvements.

VENDOR NAME: Watkins Acy Strunk Design Inc

VENDOR NUMBER: 293962

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50% X or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Emma Dean – Office Assistant II Date: 04/30/2025



04.24.2025

09:59AM

Dear Council Members:

Attached to this memo is an agreement between the WATKINS ACY STRUNK DESIGN INC and the City of Mobile, for the project titled "Bienville Square - Site and Lighting Improvements" in the amount of \$31,875.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer
Architectural Engineering
2512087812

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2025
District:	



**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: WAS Design, LLC
218 North Alston Street
Foley, Alabama 36535

City of Mobile Business License No.: 103968

Secretary of State Registration No.: 000-243-428

For the following Project: Bienville Square - Site and Lighting Improvements_
150 Dauphin Street
Mobile, Alabama 36602

Project Number: PR-036-25

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT’S SERVICE

- 1.1.1 The Consultant’s services consist of those described herewith and as outlined in the Consultant’s Proposal for a sum not to exceed Thirty-One Thousand Eight Hundred Seventy-Five AND 00/100 DOLLARS (\$31,875.00).
- 1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated March 27th, 2025, respectively.
- 1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.
- 1.1.4 If Additional Services are required due to circumstances beyond the Consultant’s control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: WAS Design, LLC
Address: 218 North Alston Street Foley, Alabama 36535
Phone Number: 251-344-402
Email address: jcrowe@was-design.com
Name: James Crowe, PLA

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within One Hundred Twenty (120) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated March 27th, 2025.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

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

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate
2. Projects over \$1,000,000 to be determined by Owner

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to

"liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

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

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

H. Insurance Requirement for Subconsultants

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

I. Cancellation

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

J. Waiver of Subrogation

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

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

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a

deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated March 27th, 2025;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed

under contract be awarded to socially and economically disadvantaged individuals and business entities.

- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to 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.

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Consultant. City does not and will not assume any

responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible, therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

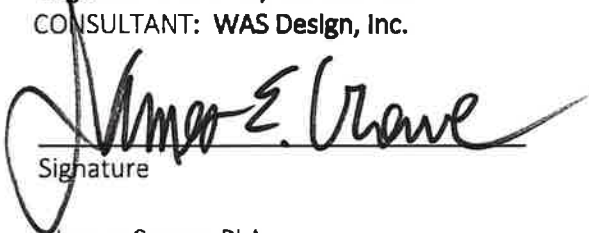
OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:

CONSULTANT: WAS Design, Inc.


Signature

James Crowe, PLA
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

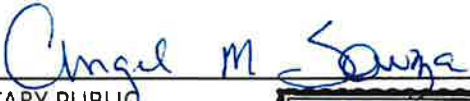
City Clerk

Consultant:

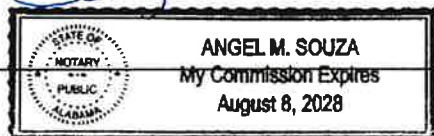
STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared James Crowe as Principal Landscape Architect of WAS Design, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 3 day of April,
20 25.


NOTARY PUBLIC

My Commission Expires:



3/27/2025



Mr. Roger Washington
Capital Improvements Project Manager
City of Mobile
205 Government Street-5th floor
Mobile, AL 36602

**Re: Bienville Square Site and Lighting Improvements
Mobile, AL
PR-036-25**

Dear Roger:

WAS Design, Inc. is pleased to provide this proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on providing additional site improvements for Bienville Square. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "James Crowe".

James Crowe, PLA
Principal Landscape Architect
Jec

3/27/2025

Mr. Roger Washington
Capital Improvements Project Manager
City of Mobile
205 Government Street-5th floor
Mobile, AL 36602

Bienville Square Site and Lighting Improvements

Mobile, Alabama

Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic open space improvement project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES

A. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

B. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project areas to be presented for review and comment. These drawings will consist of desired elements from the client wish list to include monument pathways. Lighting improvements, marble slab base, decorative

urns, and other necessary provisions to facilitate the optimum design.

3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

We understand the Construction Budget for this project is \$250,000.00.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

C. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Site Improvement Plan**
2. **Hardscape/Furnishing/Amenity Plan**
3. **Lighting Plan**
4. **Fountain Refinishing**
5. **Conceptual Grading and Drainage Plan**
6. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Hardscape Plan**
4. **Site Grading and Drainage Plan**
5. **Site Details**
6. **Construction Details**
7. **Lighting Plan**
8. **Irrigation Plan**
9. **Project Manual**
 - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
 - b. General Requirements Specifications, Division 01, as applicable to scope

- c. Technical Specifications, Divisions 02-49, as applicable to scope
 - d. To be provided in Masterformat 2012 format
10. **Opinion of Probable Budget (OPB)**

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

E. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

- 1. Assist owner in formulation of qualified bidders list.
- 2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
- 3. Participation in one pre-bid conference at project site;
- 4. Assist owner in evaluation of bids or proposals (via e-mail).
- 5. Make recommendations on award of Contract(s).
- 6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
- 7. Assist in preparation/review of contracts.

F. Construction Observation

Our services during this phase of the Work could include:

- 1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
- 2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week for the stipulated 120 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
 - a. Pre-Construction Conference after award of bid (on-site) with General Contractor
 - b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
 - c. Periodic progress reviews (on-site)
 - d. Testing of systems (on-site)
 - e. Substantial completion

- f. Final acceptance
 - g. End of one-year warranty period
- 3. **Preparation of site visit reports** to keep the Owner informed of the progress of the Work;
- 4. Review and certification of Contractor's Applications for payment, if requested.

G. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

- 1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
- 2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
- 3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
- 4. Required Construction Observation at no fault of the Landscape Architect, beyond what is detailed in Section F.
- 5. Approved increase in scope and cost of project exceeding \$250,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

- 1. Boundary & topographic survey w/as-built elements
- 2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation

of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

D. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this

Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

E. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services –WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

F. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Channon Toland will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

A. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

<i>Item</i>	<i>Scope of service phase</i>	<i>Amount & Fee type</i>
A	Land Disturbance Permit	\$5,000.00 Reimbursable
B	Schematic Design	\$4,000.00 Fixed fee
C	Design Development	\$5,375.00 Fixed fee
D	Construction Documents	\$11,375.00 Fixed fee
E	Bid/Negotiation Assistance	\$750.00 Fixed fee
F	Construction Observation	\$5,375.00 Fixed fee
		\$31,875.00 Total

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	\$150.00
Landscape Architect I	\$120.00
Staff Designer	\$105.00
Administrative Staff	\$65.00



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-036-25 Current Date 4 / 7 / 25

Project Description BIENVILLE SQUARE - SITE AND LIGHTING IMPROVEMENTS

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Consultant shall provide additional designs for site improvements and lighting upgrades.

Carleen Stout-Clark

Requested By (Department Director)

Carleen Stout-Clark
Carleen Stout-Clark (Apr 14, 2025 08:01 CDT)

(Signature)

Director, Real Estate Asset Mgmt 04/14/2025

(Title)

(Date)

Telephone Number

Email Address

Archnique Kidd

Reviewed By (Office of Supplier Diversity)

Archnique Kidd
Archnique Kidd (Apr 17, 2025 09:47 CDT)

(Signature)

Small Business Development Manager

(Title)

04/17/2025

(Date)

Approved By (CAO)



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The “good faith effort” factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “DBEs”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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

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



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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Section I. Information about your company

FORM 1: Background and Plan

Company	WAS DESIGN INC.
Address	51 TACON ST. MOBILE, AL. 36607
Telephone	251-344-4023
E-Mail	info@was-design.com

RFP/RFQ Solicitation Number	PR-036-25
Project Description	BIENVILLE SQ. - SITE & LIGHTING IMPROVEMENTS
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☒ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of employees	6

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES E. CROWE
Signature: James E. Crowe Date: 4-7-25
Title: VICE-PRESIDENT

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: JAMES E. CROWE Title: VICE-PRESIDENT
Email: jcrowe@was-design.com Phone: 251-344-4023



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

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company WAS DESIGN INC. Your Bid/Proposal Amount \$ 4-7-25 Date: 4-7-25

/ / Description BIENVILLE SQ - SITE & LIGHTING IMPROVEMENTS

Name of Bidder/Proposer: JAMES E. CROWE

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: WXS DESIGN INC Phone 251-344-4023 Email jchawlewas-design.com
Contact Person: JAMES E. CROWE

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
	/	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	/	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	/	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	/	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	/	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	/	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	/	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

	✓	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.	
	✓	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.	
	✓	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.	

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs.



Alabama Secretary of State



WAS Design, Inc.	
Entity ID Number	000-243-428
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/26/2005
Registered Agent Name	WATKINS, L C
Registered Office Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Registered Office Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Nature of Business	LANDSCAPE ARCHITECTS
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Directors	
Director Name	WATKINS, L CHAD
Director Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Director Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Incorporators	
Incorporator Name	WATKINS, L CHAD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ACY, JARED L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STRUNK, TROY R

WAS Design, Inc.	
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	01/22/2019
Director/Manager/Organizer Activity	WATKINS, L CHAD
Transaction Date	01/22/2019
Legal Name Changed From	Watkins Acy Strunk Design, Inc.
Transaction Date	01/22/2019
Principal Office Changed From	GULF SHORES, AL
Transaction Date	01/22/2019
Registered Agent Changed From	WATKINS, L. CHAD 218 NORTH ALSTON STREET FOLEY, AL 36535
Transaction Date	01/28/2019
Agent Mailing Address Changed From	* Added
Transaction Date	01/28/2019
Registered Agent Changed From	WATKINS, L CHAD 1404 WEST 1ST STREET STE 2 GULF SHORES, AL 36542
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	08/26/2005 Certificate of Formation 8 pgs.
Document Date / Type / Pages	01/28/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/30/2019 Articles of Amendment 3 pgs.

[Browse Results](#)

[New Search](#)



Company ID Number: 616583

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Watkins Acy Strunk Design, Inc	
Troy Strunk Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Watkins Acy Strunk Design, Inc
Company Facility Address:	218 North Alston Street
	Foley, AL 36535
Company Alternate Address:	218 North Alston Street
	Foley, AL 36535
County or Parish:	BALDWIN
Employer Identification Number:	203397512

E-Verify



Company ID Number: 616583

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Angel Cowan	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	acowan@was-design.com		
Name:	Troy R Strunk	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	tstrunk@was-design.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ebert Agency, Inc. 222 W Laurel Ave Foley AL 36535	CONTACT NAME: PHONE (A/C, No, Ext): 251-943-2281 FAX (A/C, No): 251-943-3801 E-MAIL ADDRESS:
INSURED WAS Design Inc 218 North Alston Street Foley AL 36535	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance INSURER B: Progressive Specialty Ins Co INSURER C: The Sheffield Fund INSURER D: ACE AMERICAN INSURANCE COMPANY INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 818752591**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☐ General Aggregat GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	38951882	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	984090424	7/18/2024	7/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	4995188200	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	Y	600-2024-15773-00 HDOG48955940	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Bienville Square - Site & Lighting Improvements
PR-036-25

Additional Insured

City of Mobile is included as additional insured in respect to the General Liability, Auto and Umbrella. All policies except workers compensation, shall be primary and non-contributory with any other insurance force or which may be purchased by additional insured.

Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto, Umbrella and Workers Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
Architectural Engineering Dept
P O Box 1827
Mobile AL 36633-1827

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Buckner Company of Colorado 6400 S. FIDDLERS GREEN CIRCLE, SUITE 950 Greenwood Village CO 80111	CONTACT NAME: Kasey Heupel PHONE (A/C, No, Ext): 13037563418 E-MAIL ADDRESS: denver@buckner.com FAX (A/C, No):
INSURED WAS Design, Inc. 51 Tacon St. Mobile AL 36607	License#: 480397 WASDESI-01
INSURER(S) AFFORDING COVERAGE	
INSURER A: Everest National Insurance Company	NAIC # 10120
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 209978486**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AAEP000458241	9/20/2024	9/20/2025	General Aggregate Per Claim Deductible 3,000,000 3,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BIENVILLE SQUARE - Site & Lighting Improvements
PR-036-25**CERTIFICATE HOLDER****CANCELLATION**City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 6, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Slegesmund settlement resolution

REVIEWERS:

Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Brian Alfred Siegesmund, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 2005 Old Bay Front Drive
and 4182 Commanders Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 6, 2025**, a public hearing will be held on the **10th** day of **June, 2025**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 2005 Old Bay Front Drive and 4182 Commanders Drive from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember C. J. Small

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

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

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A

CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

The classification of said property is hereby changed from Rezoning from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an I-2, Heavy Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an I-2, Heavy Industry District, until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 2. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of June, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 14th day of May, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2005 Old Bay Front Drive and 4182 Commanders Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in I-2 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in I-2 districts until the following conditions have been complied with: 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 2. Full compliance with all municipal codes and ordinances.

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

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

Sponsored by: Councilmember C. J. Small

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

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

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES

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The classification of said property is hereby changed from Rezoning from **R-1, Single-Family Residential Suburban District**, to **I-2, Heavy Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **I-2, Heavy Industry District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an **I-2, Heavy Industry District**, until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 2. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Philip Burton, Burton Property Group, LLC
2005 Old Bay Front Drive & 4182 Commanders Drive
Council District 3
C.J. Small



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

April 29, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 17, 2025, considered the request of Philip Burton, Burton Property Group, LLC, for a change in zoning from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District, for the property located at 2005 Old Bay Front Drive and 4182 Commanders Drive.

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 21, 2025

Philip Burton
Burton Property Group, LLC
41 W, I-65 Service Road N.
Suite 310
Mobile, Alabama 36608

Re: 2005 Old Bay Front Drive & 4182 Commanders Drive
ZON-UDC-003286-2025
Phillip Burton, Burton Property Group, LLC
District 3
Rezoning from Single-Family Residential Suburban District (R-1) to Heavy Industry District (I-2).

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

At its meeting on April 17, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following criteria prevail to support Rezoning of the property to **I-2, Heavy Industry District**:

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

As such, the Planning Commission voted to recommend approval Rezoning the property to **I-2, Heavy Industry District**, subject to the following conditions:

ZON-UDC-003286-2025 2005 Old Bay Front Drive & 4182 Commanders Drive
April 21, 2025

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

The advertising fee for this application is based on the current legal description is **\$449.92**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

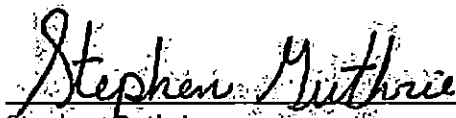
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



Burton
PROPERTY GROUP

Burton Property Group
41 W. I-65 Service Road N.
Suite 310
Mobile, AL 36608

Misty C. Gray
Staff Attorney
Direct Dial: 251-380-7230
Email: missy@burtonprop.com

April 28, 2025

Via Hand Delivery:

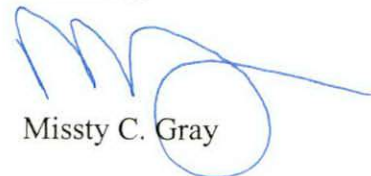
City of Mobile
Planning and Zoning Department
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

RE: ZON-UDC-003286-2025
2005 Old Bay Front Dr. and 4182 Commander Dr.

Planning and Zoning:

Pursuant to the April 21, 2025, letter received from the City of Mobile Planning Commission (a copy of which is attached hereto), please find enclosed a check in the amount of \$449.92. Said check is for the advertising fee on the above referenced application. Should you need anything else to forward this matter to the City Council for consideration, please do not hesitate to contact me.

Sincerely,



Misty C. Gray

Encls.

PLANNING AND ZONING
28 APR 2025 PM 1:23

MOBILE CITY PLANNING COMMISSION

March 28, 2025

PUBLIC HEARING NOTICE



Re: 2005 Old Bay Front Drive & 4182 Commanders Drive
ZON-UDC-003286-2025
Phillip Burton, Burton Property Group, LLC
District 3
Rezoning from Single-Family Residential Suburban District (R-1) to Heavy Industry District (I-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 17, 2025, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, April 16, 2025, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

STATEMENT OF JUSTIFICATION

The rezoning the subject property to a I-2 aligns with the City's Comprehensive Plan. The rezoning of this property will allow for the redevelopment of the property that has been unoccupied for many years. It will also provide support for Mobile International Airport and surrounding businesses. The property is currently unoccupied and contained multiple buildings in disrepair. This property is surrounded by the Mobile International Airport, Brookley Areoplex and property owned by the City of Mobile. The rezoning to I-2 will align this property with the current uses of all surrounding property and provide additional support to this industrial area. The completed development is not anticipated to have any negative impacts on surrounding properties. There are adequate utilities to serve the property although some infrastructure upgrades may be required by the Applicant. Improvements will be required to Old Bay Front Dr. and Commanders Dr. The City of Mobile is undertaking the required improvements to Old Bay Front Dr. and the Application will be working in conjunction with the City to make the necessary improvements to Commanders Dr.



City of Mobile • Planning & Zoning Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Philip Burton	
Firm:	Burton Property Group, LLC	
Phone:	(251) 341-5777	
Email:	Philip@burtonprop.com	
Address:	41 W. I-65 Service Rd. N, Ste 310, Mobile, AL 36608	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

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	Owner		Design Professional
Name:	University of South Alabama		Evan M. Geerts
Firm:			Duplantis Design Group
Phone:	(251) 460-6100		(251) 930-5891
Email:	Hbrisl@southalabama.edu		egeerts@ddgpc.com
Address:	775 N. University Blvd, Ste 150, Mobile, AL 36608-4548		3703 Old Shell Rd., Mobile, AL 36608

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

Commanders Circle and Old Bay Front Dr., Mobile, AL	50 +/- acres
Property Address 00977223, 00974949 and 00974903	Property Area (acres or square feet) Legal description and list of addresses attached
Parcel Number(s) or Key Number(s) R-1	I-2
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

Have you provided the required Neighborhood Meeting Documentation, if applicable? Yes ☐ No ☒ *meeting has not occurred, but we have attached the information for the scheduled meeting.

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

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

Kristen Ropelt

Owner Signature

Kurt O'Sullivan

Applicant or Agent Signature (if applicable)

3/16/25

Date

3/17/25

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kurt O'Sullivan

Applicant or Agent Signature

3/17/25

Date

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

One of the principles of the Map for Mobile is strategic infill and redevelopment focusing on vacant properties. The rezoning of this property will allow for the redevelopment of the property that has been unused for many years. It will also provide support for Mobile International Airport surrounding businesses.

Institutional

Future Land Use Map (FLUM) Designation

I-2

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

N/A

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

This property is currently unoccupied and contains multiple buildings in disrepair. The rezoning will allow for the redevelopment of the property with the same zoning as much of the surrounding property and uses that provide support for the surrounding businesses.

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

The property to the immediate west is Mobile International Airport (BFM). The Brookley Aeroplex is a thriving industrial complex supporting BFM's operations. This property is not suitable for R-1 uses given the zoning and uses of all of the surrounding properties.

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

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

Mobile International Airport (BFM), located to the west is currently undergoing an expansion. The Brookley Aeroplex is an Industrial complex that provides support for BFM and surrounding businesses.

2. Describe the surrounding land uses.

The property to the east, west and south are zoned R-1, but all have Institutional uses and are designated as Institutional in FLUM. The property to the north is I-2.

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

The completed development of the property is not anticipated to have any adverse impacts on neighboring properties.

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

Utilities are adequate to accommodate the proposed request. Improvements will be required to Old Bay Front Dr. and Commanders Dr. The City of Mobile is undertaking the required improvements to Old Bay Front Dr. and the Applicant will be working in conjunction with the City to make the necessary improvements to Commanders Dr.

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

The property is located in close proximity to the Port of Mobile and immediately adjacent to Mobile International Airport (BFM). This proposal will provide additional support to the Port and BFM and the City's growing industrial businesses. Additionally, it will result in the redevelopment of currently unoccupied property that contains multiple buildings in disrepair.

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

There are no specific area plans for this property.

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NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☐ Dated Photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

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

The neighborhood meeting is scheduled for March 25, 2025 from 4:00 PM to 5:30 PM. It will be held at the Aviation Center at Mobile located at 1975 Avenue C, Mobile, AL 36615. The required information will be submitted following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

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LEGAL DESCRIPTION and PROPERTY ADDRESSES

LEGAL:

COMMENCING AT A CONCRETE MONUMENT DESIGNATED "MOBILE CBL 1945" RUN S 89° 26' 03" E, 15.73 FEET TO A POINT; THENCE RUN N 00° 33' 57" E, 3114.94 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING N 00° 33' 57" E, RUN 2571.30 FEET TO A POINT; THENCE RUN N 52° 45' 06" E, 730.42 FEET TO A POINT ON THE CENTERLINE OF A PAVED ROAD; THENCE ALONG SAID CENTERLINE OF A PAVED ROAD RUN AS FOLLOWS: S 07° 36' 03" E, 908.10 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07° 51' 19" AND A RADIUS OF 1500.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 205.65 FEET (CHORD BEARS S 03° 40' 24" E, AND MEASURES 205.49 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 00° 15' 16" W, 155.65 FEET TO P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 ° 45' 51" AND A RADIUS OF 400.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 82.13 FEET (CHORD BEARS S 05° 37' 39" E, AND MEASURES 81.98 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 11 ° 30' 34" E, 61.98 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 28' 28" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 158.14 FEET (CHORD BEARS S 03° 16' 20" E, AND MEASURES 157.60 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 04° 57' 54" W, 72.99 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 14° 57' 32" AND A RADIUS OF 550.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.59 FEET (CHORD BEARS S 02° 30' 52" E, AND MEASURES 143.19 FEET) TO THE P.T. OF SAID CURVE; THENCE RUN S 09° 59' 38" E, 329.35 FEET TO A POINT; THENCE RUN S 11 ° 39' 31" E, 185.37 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04° 36' 22" AND A RADIUS OF 6000.00 FEET; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 482.35 FEET (CHORD BEARS S 09° 21' 20" E, AND MEASURES 482.22 FEET) TO THE P.T. OF SAID CURVE; THENCE RUNS 07° 03' 09" E, 266.96 FEET TO A POINT; THENCE DEPARTING THE AFOREMENTIONED CENTERLINE OF A PAVED ROAD RUN N 89° 26' 03" W, 974.61 FEET TO THE POINT OF BEGINNING. CONTAINING 2,178,000 SQUARE FEET OR 50.00 ACRES.

ADDRESSES – the following addresses have been associated with this property.

226-229 Commanders Circle
249 Commanders Circle
243 Commanders Dr
252-254 Commanders Dr.
4168 Commanders Dr.
4170-4173 Commanders Dr.
4182 Commanders Dr.
234 Club Manor Dr.
243 Club Manor Dr
2004-2005 Old Bay Front Dr.
251 Old Bay Front Dr
254 Old Bay Front Dr

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- ☐ Dated Photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners who were notified
- ☐ A sign-in sheet documenting meeting attendance
- ☐ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

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

The neighborhood meeting is scheduled for March 25, 2025 from 4:00 PM to 5:30 PM. It will be held at the Aviation Center at Mobile located at 1975 Avenue C, Mobile, AL 36615. The required information will be submitted following that meeting.

2. What information was presented at the meeting?

3. What concerns were raised during the meeting?

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023



UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Office of the President

DATE: March 29, 2024

TO: Trae Catrett
Claire Easley
Kristen Roberts
Peter Susman

FROM: Jo Bonner

A handwritten signature in blue ink, appearing to read 'Jo Bonner', written over the printed name.

SUBJECT: Contract Officer Appointments

Please be advised that, pursuant to authorization by the USA Board of Trustees at its September 2020 meeting, I am designating you to serve as a contract officer for the University of South Alabama. This appointment memorandum supersedes the appointment memorandum dated April 12, 2023.

I appreciate your willingness to serve in this capacity.



KIM HASTIE
REVENUE COMMISSIONER
ASSESSMENT RECORD - 2025

P. O. BOX 1169
MOBILE AL 36633-1169
Tel: 251-574-8530
Printed On: 3/13/2025

PARCEL: 32 01 03 3 000 001.XXX
CORPORATION: I
OWNER: UNIVERSITY OF SOUTH ALABAMA
ATTN USA PROPERTIES
ADDRESS: 775 N UNIVERSITY BLVD BLDG 2 STE 150
MOBILE, AL 36608-4537
EXEMPT CODE: OTH []
OVER 65 CODE: DISABILITY CODE: EXM OVERRIDE AMT: \$0
PROP. CLASS: 2 [] SCHOOL DIST: 02 HS YEAR: 0
OVR ASD VALUE: CLMNT:

CLASS USE
FOREST ACRES: 0 TAX SALE: ASSMT. FEE:
LAND USE CODE: 0 TIF DIST: PVT CODE:
PREV. YEAR VALUE: \$320,500
NBH: MUNI 14 BROOKLEY AEROSPACE
PARENT PARCEL:
REMARKS: EXEMPT EDU
Last Modified: 3/13/2025 4:47:27 PM LETTERS
DEMOLITION TAX FIRE FEE STORM WATER FEE WEED FEE

LAND VALUE 10% \$0
LAND VALUE 20% \$320,500
CU VALUE [DEACTIVATED] \$0
LV 10% WITH CU [DEACTIVATED] \$0

TOTAL MARKET VALUE: \$320,500

Assessment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

ACT 2024-344 7% CAP:

STATUS: **EXCLUDED** REVIEW: **COMPLETED**

ASSD. VALUE: \$64,100 % CHANGE: 0.00

OVERRIDE: **NO**

Property Address:
Contiguous Parcels:

CURR ASSMT: [NONE] MTG CODE: - LOAN: ACCOUNT NO : 00974903

ASSESSMENT/TAX		Sort Code : B 00974903						
	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX	
STATE	2	14	\$64,100	\$416.65	\$64,100	\$416.65	\$0.00	
COUNTY	2	14	\$64,100	\$1,314.05	\$64,100	\$1,314.05	\$0.00	
SCHOOL	2	14	\$64,100	\$897.40	\$64,100	\$897.40	\$0.00	
DIST SCHOOL	2	14	\$64,100	\$993.55	\$64,100	\$993.55	\$0.00	
CITY	2	14	\$64,100	\$448.70	\$64,100	\$448.70	\$0.00	
FOREST	2	14	\$0	\$0.00	\$0	\$0.00	\$0.00	

ASSD. VALUE: \$64,100.00 (\$64,100.00)

TAXABLE VALUE: \$320,500.00

EXMT. TAX: \$4,070.35

TOTAL MILLAGE: 63.5

\$4,070.35

ESTIMATED TOTAL:

\$0.00

INSTRUMENTS		SALES INFORMATION			
INST NUMBER	DATE	SALE DATE	SALE PRICE	SALE TYPE	RATIOABLE
6720-635	11/10/2010	11/10/2010	\$20,000,000	Land	NO - A
WD914-245	690900	9/1/1969	\$0	Land & Building	YES
				BOOK:6720 PAGE:635	
				BOOK:914 PAGE:245	

LEGAL DESCRIPTION

MAP NUMBER: 32 01 03 3 000 CODE1: CODE2:
SUB DIVISION1:
SUB DIVISION2:

MAP BOOK: PAGE:

MAP BOOK: PAGE:

PRIMARY LOT: PRIMARY BLOCK:
SECONDARY LOT: SECONDARY BLOCK:

SECTION1 3 TOWNSHIP1 5S RANGE1 1W
SECTION2 TOWNSHIP2 RANGE2
SECTION3 TOWNSHIP3 RANGE3
SECTION4 TOWNSHIP4 RANGE4
LOT DIM1 0.00 LOT DIM2 0.00 ACRES 2.862

SQ FT 124,652.597

METES AND BOUNDS:

COMG AT SW COR FRAC SEC 3 T 5S R1W THEN RUN E WITH S/L SD RUN SELY W/ N/L 50 FT(S) TO PT
THEN RUN S 2082 FT(S) TO S/L FRAC SEC 3 TH RUN W 60 FT(S) TO POB #SEC 3 T5S R1W #MP32 01 03 3
000

REMARKS:

Tax Year	Entity Name.	Assmt Class	Exempt Code	Mailing Address
2025	UNIVERSITY OF SOUTH ALABAMA ATTN USA PROPERTIES	2	OTH	775 N UNIVERSITY BLVD BLDG 2 STE 150, MOBILE AL - 36608-4537
2024	BROOKLEY BAY FRONT PROPERTIES LLC C/O UNIVERSITY OF SOUTH ALABAMA	2	JUK	775 N UNIVERSITY BLVD BLDG 2 STE 150, MOBILE AL - 36608-4537
2023	BROOKLEY BAY FRONT PROPERTIES LLC C/O MAXEY J ROBERTS	2	JUK	MANAGING DIRECTOR, USA FOUNDATION, MOBILE AL - 36652-3148
2022	BROOKLEY BAY FRONT PROPERTIES LLC C/O MAXEY J ROBERTS	2	JUK	MANAGING DIRECTOR, USA FOUNDATION, MOBILE AL - 36652-3148



City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project Brookley USA Property

Address Commanders Circle and Old Bay Front Dr., Mobile, AL

Owner University of South Alabama

Address 775 N. University Blvd, Ste 150, Mobile, AL Zip Code 36608

Phone 251-460-6100 Fax _____ Email hbrislin@southalabama.edu

Authorized Agent Philip Burton/Burton Property Group, LLC

Address 41 W. I-65 Service Rd. N, Ste 310, Mobile, AL Zip Code 36608

Phone 251-341-5777 Fax _____ Email philip@burtonprop.com

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Evan M. Geerts

Address 3703 Old Shell Rd., Mobile, AL Zip Code 36608

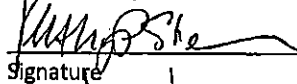
Phone 251-930-5891 Fax _____ Email egeerts@ddpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:



Signature

Date

3/17/2025

Print

Kathy Shenman

Applicant/Burton Property Group, LLC

Affiliation to project/Organization



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 4/1/2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Neighborhood Meeting Date: 3/25/2025

Neighborhood Meeting Time: 4pm - 5:30pm

Neighborhood Meeting Location: 1975 Ave C, Mobile, AL.

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

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

Applicant's Name: Burton Property Group, LLC

(First Name & Last Name)

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

X

Philip Burton

Date: 4/1/2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

BROOKLEY BAY FRONT PROPERTIES LLC
C/O MAXEY J ROBERTS, MANAGING DIRECTOR
PO BOX 3148
MOBILE, AL 36652-3148

UNIVERSITY OF SOUTH ALABAMA
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36608

MOBILE AIRPORT AUTHORITY
P O BOX 88004
MOBILE, AL 36608

**ARMY AVIATION FEDERAL
CREDIT UNION**
PO BOX 8
DALEVILLE, AL 36322

UNIVERSITY OF SOUTH ALABAMA
ATTN: REAL ESTATE SERVICES
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36688

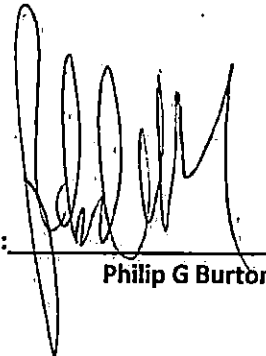
MOBILE AIRPORT AUTHORITY
1891 9TH ST
MOBILE, AL 36615

CITY OF MOBILE ALABAMA
ATTN PAUL WESCH
205 GOVERNMENT ST 10TH FLOOR
MOBILE, AL 36602

CITY OF MOBILE REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167

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



Philip G Burton



Burton
PROPERTY GROUP

Burton Property Group
41 W. I-65 Service Road N.
Suite 310
Mobile, AL 36607

March 10, 2025

Notice of Neighborhood Meeting

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Burton Property Group** will be submitting to the Mobile City Planning Commission:

Application - Zoning Change to rezone the property at 226-229, 243 249-254, 4168, 4170-4173, 4182 Commanders Circle and 2005 Old Bay Front Road (tax parcel key numbers #00977223 and 00974949) from Single-Family Residential (R-1) to Heavy Industry (I-2).

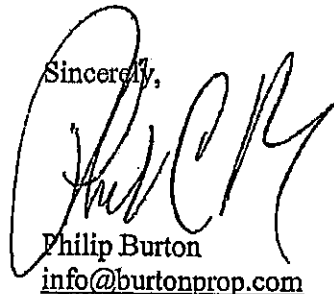
The Neighborhood Meeting will be held at the following time, date, and location:

March 25, 2025

4:00 PM to 5:30 PM
Aviation Center at Mobile
1975 Avenue C
Mobile, AL 36615
In the Library (LRC)

You are receiving this notice because your property is located within 300 feet of the above property, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application, ask questions, and present your views.

Sincerely,



Philip Burton
info@burtonprop.com

NEIGHBORHOOD MEETING

Date: March 25, 2025

Time: 4:00 pm – 5:30 pm

Location of Neighborhood Meeting: Aviation Center of Mobile,

1975 Avenue C, Mobile, AL 36615, in the Library (LRC)

Project Location: Commanders Circle and Old Bay Front Road, Mobile, AL

Project/Application: Rezoning from R-1 to I-2

Applicant's signature attesting to the accuracy of pages 1 thru 1:

X [Signature] Date: 3/25/2025

Please Sign in:

Name: HARRY BRISLIN, IV Email: hbrislina@southalabama.edu

Address: 403 ALFWOOD DR Phone: 251.460.6100

Name: Philip Mahoney Karen Hong Email: pmahoney@comtal.net

Address: 2039 Broad Street Phone: 251-214-4202

Name: David Rodgers Email: d.rodgers@mobilechamber.com

Address: 451 Gov't St Phone: 251-802-4541

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

Name: _____ Email: _____

Address: _____ Phone: _____

NEIGHBORHOOD MEETING SUMMARY

Meeting date: March 25, 2025

Meeting time: 4:00 p.m. – 5:30 p.m.

Meeting location: Aviation Center of Mobile, 1975 Avenue C, Mobile, AL

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

The Applicant is seeking to rezone the 50+/- acres located at Commanders Circle and Old Bay Front Dr., Mobile, AL. (Key #'s 00977223, 00974949 and 00974903) from an R-1 to I-2.

The following information was distributed:

No information was distributed at the meeting. The attached site exhibit, labeled P-5.1, and vicinity exhibit, labeled P-5.2 were on display during the meeting.

Below is a summary of what occurred at the meeting.

Philip Burton, with Burton Property Group, explained that an application has been filed to rezone the property from R-1 to I-2. Those in attendance asked about the allowed uses for I-2 zoning and Philip Burton explained that the surrounding property was zoned I-2 as well. There were no other questions and the meeting concluded. No minutes were recorded.

The Neighborhood Meeting ended at the following time: 5:30 p.m.

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


Philip Burton, Burton Property Group, LLC

Date: 4/1/2025

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

- X Dated Photograph(s) of the posted sign(s)
- X The verified address list of surrounding property owners who were notified
- X A sign-in sheet documenting meeting attendance
- X Written summary or minutes of the meeting
- X Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

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

March 25, 2025, 4:00 pm – 5:30 pm, at Aviation Center of Mobile, 1975 Avenue C, Mobile, AL 36615

2. What information was presented at the meeting?

See attached Neighborhood Meeting Summary

3. What concerns were raised during the meeting?

See attached Neighborhood Meeting Summary

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

No modifications were necessary.



ROADWAY (THIS PROJECT)

PAVEMENT (BY OTHERS)

PROPERTY LINE

BISCHAL

BPG

Burton
PROPERTY GROUP



BROOKLEY FLEX SPACE COMPLEX

PARCELS 00977223 & 00974949

MOBILE, ALABAMA
FOR BURTON PROPERTY GR

FOR BURTON PROPERTY GROUP

DDG
3775 OLD BRILL ROAD
MOBILE, AL 36688
251.938.5981

PRELIMINARY NOT
FOR
CONSTRUCTION

PROJECT NO. 24-1136

ISSUED FOR REVIEW

CHECKED _____ ENG _____

SHEET

P-5.1

© 2025 DUPLANTIS DESIGN GROUP, P.C.



Add a Caption

Friday • Mar 14, 2025 • 10:14 AM

[Adjust](#)

 IMG_4124

Apple iPhone 13 Pro Max

HEIF



Telephoto Camera — 77 mm $f2.8$

12 MP • 3024 × 4032 • 3.3 MB

ISO32

132mm

0ev

$f2.8$

1/125s



BROOKLEY BAY FRONT PROPERTIES LLC
C/O MAXEY J ROBERTS, MANAGING DIRECTOR
PO BOX 3148
MOBILE, AL 36652-3148

**ARMY AVIATION FEDERAL
CREDIT UNION**
PO BOX 8
DALEVILLE, AL 36322

CITY OF MOBILE ALABAMA
ATTN PAUL WESCH
205 GOVERNMENT ST 10TH FLOOR
MOBILE, AL 36602

UNIVERSITY OF SOUTH ALABAMA
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36608

UNIVERSITY OF SOUTH ALABAMA
ATTN: REAL ESTATE SERVICES
775 N UNIVERSITY BLVD STE 150
MOBILE, AL 36688

CITY OF MOBILE REAL ESTATE DEPT
PO BOX 1827
MOBILE, AL 36633

MOBILE AIRPORT AUTHORITY
P O BOX 88004
MOBILE, AL 36608

MOBILE AIRPORT AUTHORITY
1891 9TH ST
MOBILE, AL 36615

BURTON PROPERTY GROUP
PO BOX 16167
MOBILE, AL 36616-0167



Agenda Item # 9 ZON-UDC-003286-2025

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2005 Old Bayfront Road & 4182 Commanders Drive

Applicant / Agent:

Phillip Burton, Burton Property Group, LLC

Property Owner:

University of South Alabama

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

I-2, Heavy Industry District

Future Land Use:

Institutional

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to I-2
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

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

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by military units, and an airport.

APPLICATION NUMBER	9	DATE	April 17, 2025
APPLICANT	Phillip Burton, Burton Property Group, LLC		
REQUEST	Rezoning from R-1 to I-2		
</			

SITE HISTORY

The subject site was developed in 1940 as part of Brookley Army Airfield with the military in preparation for World War II. With the formation of the U.S. Air Force later in the war, it became known as Brookley Air Force Base.

The area was annexed into the City of Mobile in 1956.

With the closure of Brookley Air Force Base in 1969, the area was transferred to the City of Mobile, and later to the University of South Alabama and used for student housing and various educational purposes.

The site has never been before the Planning Commission or the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District, to I-2, Heavy Industry District. A detailed description of the proposed request is available via the link on Page 1 of this report.

The site is surrounded by properties zoned R-1 used for various military, technical school and commercial purposes. It is generally within 300 feet of the Brookley Aeroplex area used for the airfield and Airbus Final Assembly facility. It was used for personnel housing and recreational/entertainment purposes during its military occupation, and is now vacant.

The applicant states that the property is not suitable for R-1 use given the zoning and uses of all the surrounding properties. It is stated that the rezoning will allow for the redevelopment of the property and will provide support for Mobile International Airport and surrounding businesses, and will align the property with the current uses of all surrounding property.

The applicant states that there are no specific plans for the property at this time. The site plan submitted with the application is in line with that statement as it does not indicate any new development for the site.

REZONING CONSIDERATIONS

Standards of Review:

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

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

development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

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

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

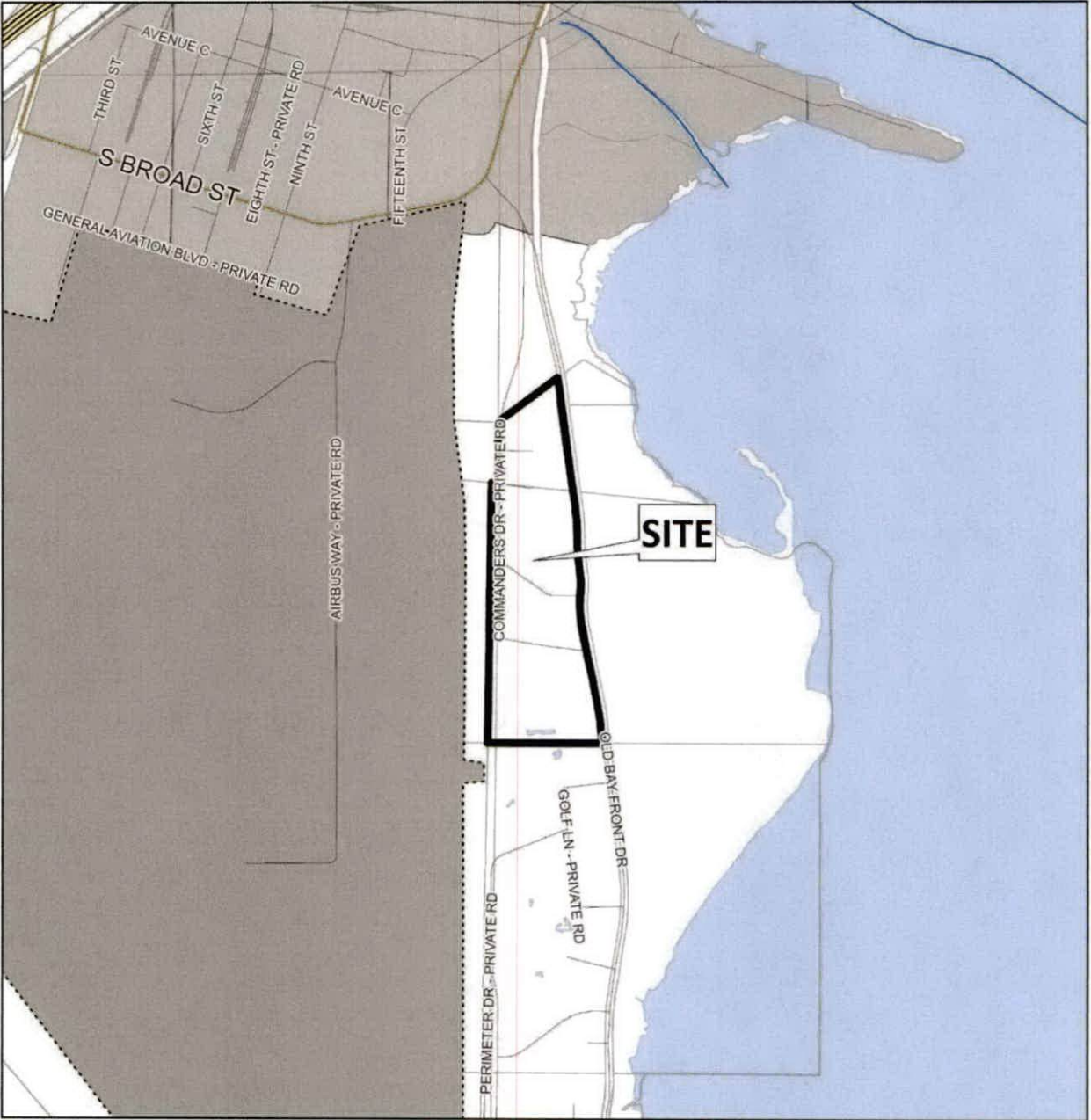
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to I-2, the following conditions could apply:

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

LOCATOR ZONING MAP

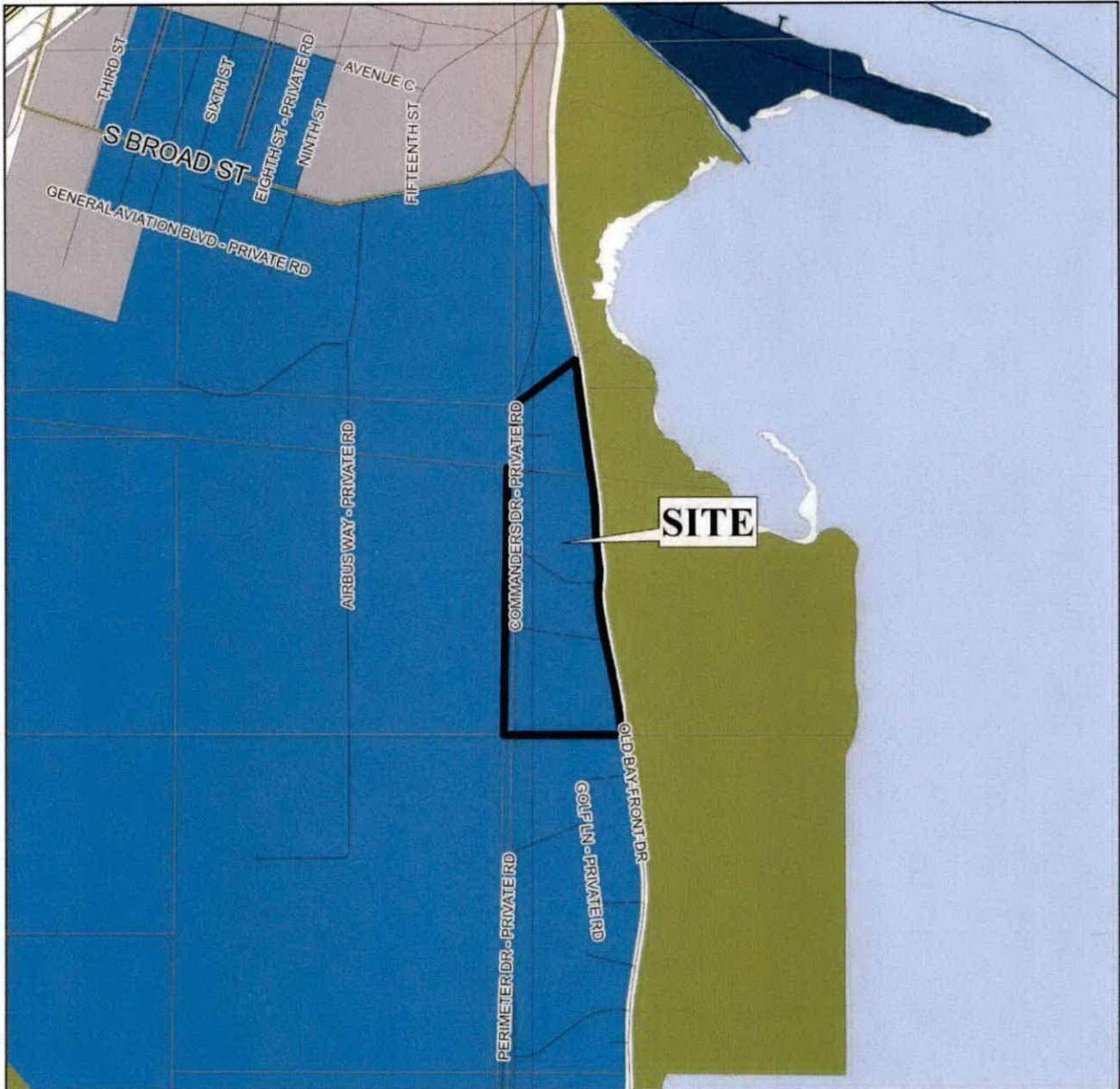


APPLICATION NUMBER	9	DATE	April 17, 2025
APPLICANT	Phillip Burton, Burton Property Group, LLC		
REQUEST	Rezoning from R-1 to I-2		

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE April 17, 2025

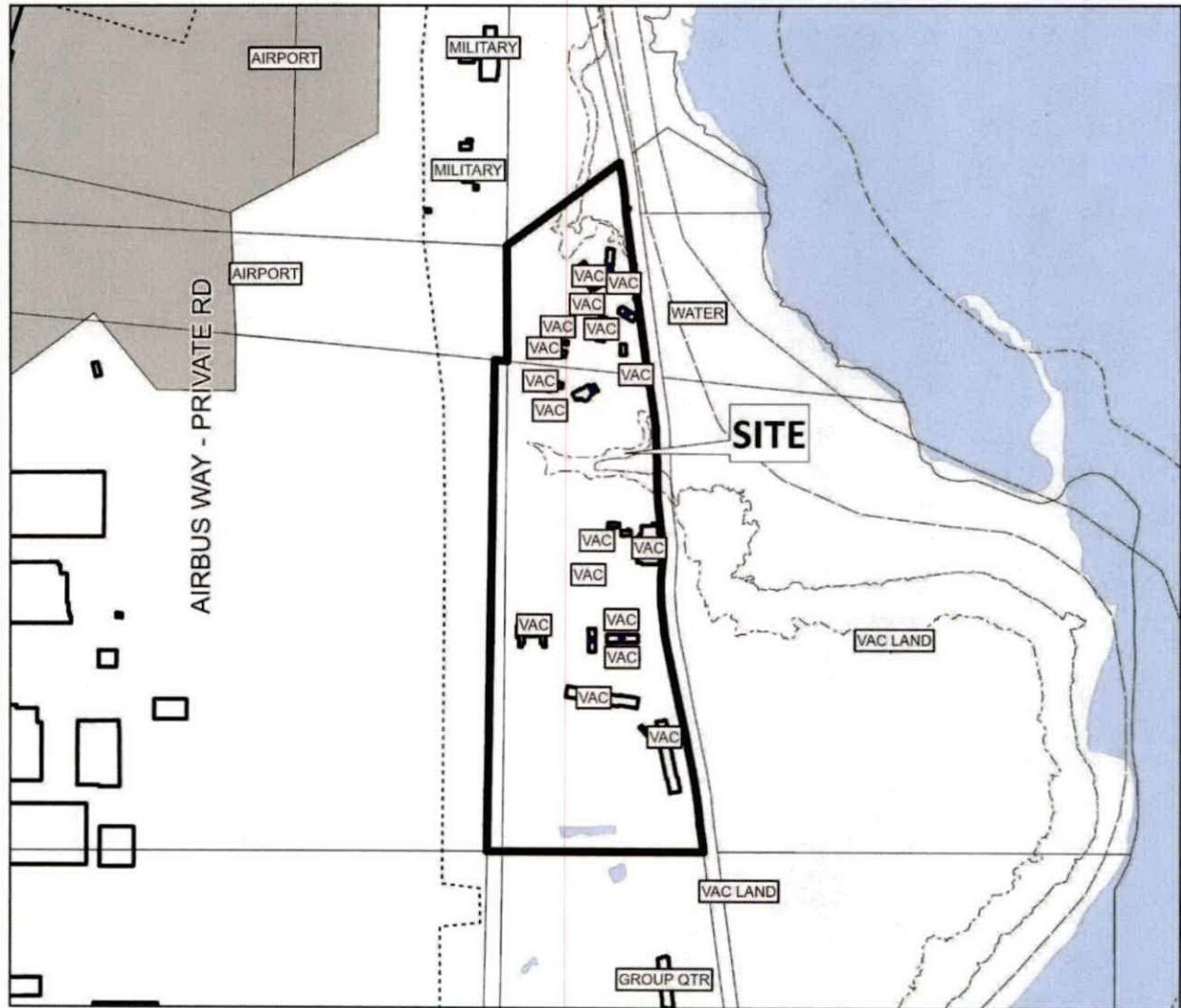
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by military units, and an airport.

APPLICATION NUMBER 9 DATE April 17, 2025

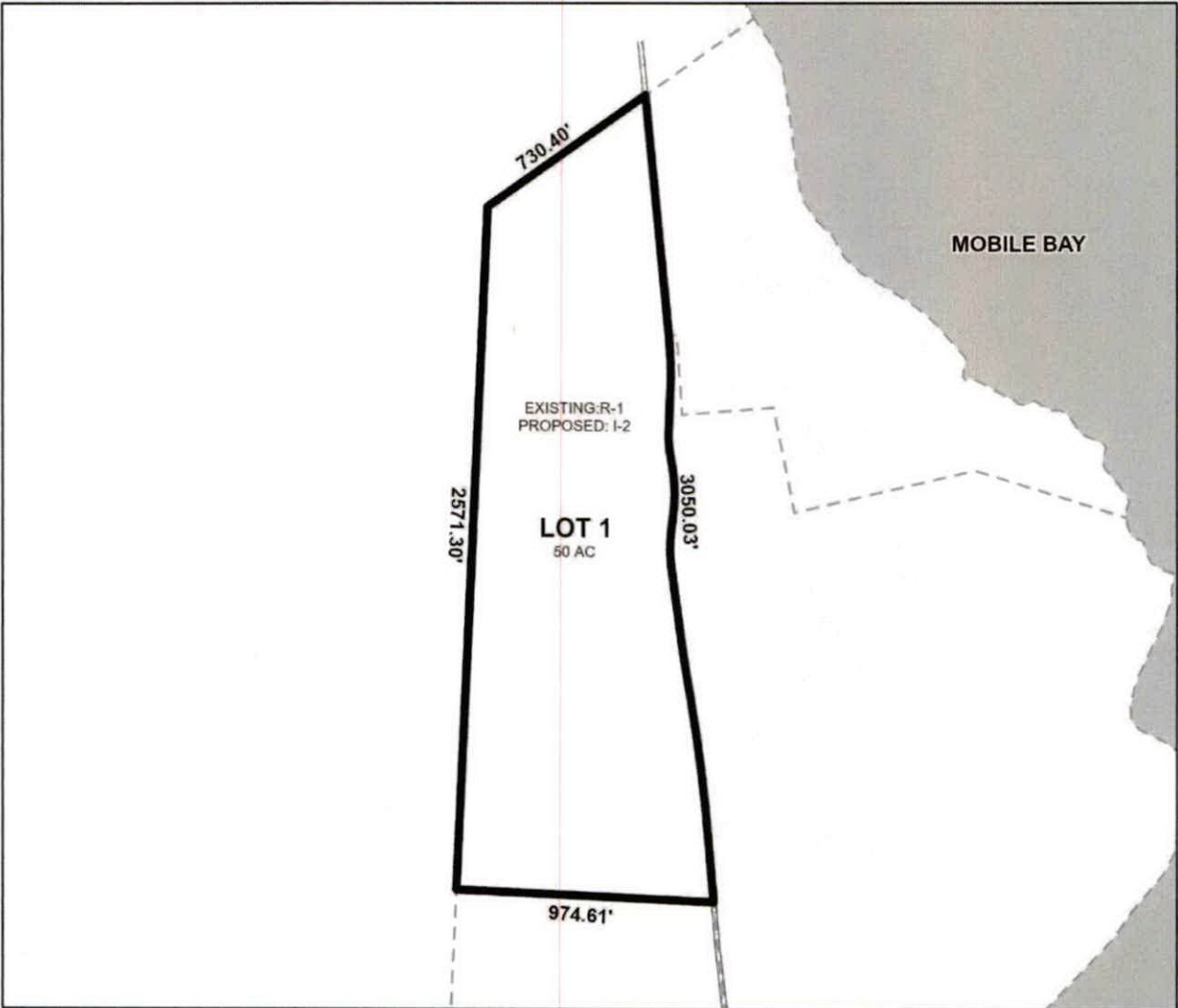
APPLICANT Phillip Burton, Burton Property Group, LLC

REQUEST Rezoning from R-1 to I-2

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



SITE PLAN



The site plan illustrates the proposed zoning change.

APPLICATION NUMBER <u>9</u>	DATE <u>April 17, 2025</u>
APPLICANT <u>Phillip Burton, Burton Property Group, LLC</u>	
REQUEST <u>Rezoning from R-1 to I-2</u>	



ZONING DISTRICT CORRESPONDENCE MATRIX																
			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDW/RU)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■		■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○		○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3					■				■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	□	□
HEAVY INDUSTRY	I-2											■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are

included. Parks and public open space are not included but have their own land use classification.

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

NOTICE OF PUBLIC HEARING OF PROPOSED AMENDMENT OF THE UNIFIED DEVELOPMENT CODE

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below **amendment** to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of June, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

HISTORIC AVENUE OVERLAY

A. Applicability

1. This Article applies to residential properties within the Historic Avenue Overlay, the boundaries of which are depicted on the official Zoning Map and is the area as follows:

(a) Beginning at the intersection of North Broad Street and Spring Hill Avenue; continuing westward along the centerline of Spring Hill Avenue to the intersection with North Ann Street; thence westward from the intersection of North Ann Street and Spring Hill Avenue along the centerline of Saint Stephens Road to the intersection with Three Mile Creek; thence northeast along the centerline of Three Mile Creek to the centerline of Dr. Martin Luther King, Jr. Avenue; thence northwest along the centerline of Dr. Martin Luther King, Jr. Avenue to Butchers Lane; thence northeast along the centerline of Butchers Lane to Pecan Street; thence southeast along the centerline of Pecan Street to the centerline of Three Mile Creek Canal; thence northeast along the centerline of Three Mile Creek Canal to a point marking the extension of the northern boundary of the Fisher Tract, as recorded in Deed Book 22, Page 330-333, of the Mobile County Probate Court; thence southeast along the northern boundary of the Fisher Tract and its extension to a point intersecting with the centerline of Marion Street; thence northeast along the centerline of Marion Street to a point on the centerline of One Mile Creek; thence southward along the centerline of One Mile Creek, as depicted on the Water Street Area Urban Renewal Project, First Unit plat recorded in Map Book 18, Page 68, of the Mobile County Probate Court, to a point on the centerline of Beauregard Street; thence southwest along the centerline of Beauregard Street, which becomes North Broad Street, to the intersection of North Broad Street and Spring Hill Avenue, back to the point of beginning.

2. Properties developed or redeveloped within the Historic Avenue Overlay shall comply with the regulations of the Historic Avenue Overlay, all applicable requirements of the Uniform Development Code, and all other applicable requirements of the City Code,

including but not limited to Chapter 17 – Stormwater Management and Flood Control and Chapter 25 – Garbage, Litter And Lot Maintenance.

3. Except where explicitly provided to the contrary, whenever the requirements of these Overlay regulations are in conflict with the other requirements of this Chapter, the requirements within this Overlay shall supersede.

4. However, the underlying requirements remain applicable where this overlay remains silent. To the extent that the requirements of this Overlay conflict with any requirements of the Unified Development Code, the requirements of this Overlay shall govern. However, the base zoning district requirements apply where this Overlay is silent.

B. Purpose and Intent

1. This Overlay establishes an overall strategy for improving the community by encouraging sustained reinvestment, in-fill development, new residential development, enhanced economic opportunity, and better quality of life for residents, while maintaining the historic fabric of the neighborhoods and the rhythm and continuity of the existing streetscapes.

2. This Overlay recognizes that with very few exceptions the properties within this Overlay are primarily zoned for Single-Family residences or Two-Family residences, and therefore it is the intent of this Overlay to preserve the historic residential fabric of the communities while encouraging a diversity of housing types. By adopting this Overlay, it is the intention of the City Council to discourage the rezoning of any property within the Overlay boundaries to R-3, Multi-Family Residential.

C. Lot of Record

1. A Lot of Record is defined as a lot which is part of a subdivision, the plat of which has been recorded in the Office of the Probate Court of Mobile County, or a lot described by metes and bounds, the description of which has been recorded in the Office of the Probate Court of Mobile County prior to the date of annexation or March 8, 1962.

(a) Lots of Record as defined above may be developed for Single-Family Dwellings, Duplexes, Triplexes, Accessory Dwelling Units (ADU), Cottage Courts, and Townhomes by Right in compliance with all other requirements of this Overlay.

2. For sites that are not a Lot of Record, the applicant should work with the Planning Staff regarding the requirements for Subdivision approval.

D. Permitted Uses.

1. Duplexes.

(a) A Duplex is a detached house on a single lot designed for and occupied exclusively as the residence of not more than two (2) families, each living as an independent housekeeping unit.

(b) One (1) Duplex is allowed by right on a single lot, subject to the requirements of Section E. Dimensional Standards of this Overlay.

(c) Two (2) off-street parking spaces are required for each Duplex.

2. Triplexes.

(a) A Triplex is a detached house on a single lot designed for and occupied exclusively as the residence of not more than three (3) families, each living as an independent housekeeping unit.

(b) One (1) Triplex is allowed by right on a single lot that is 4,500 square feet or larger, subject to the requirements of Section E. Dimensional Standards of this Overlay.

(c) Three (3) off-street parking spaces are required for each Triplex.

3. Accessory Dwelling Units.

(a) An Accessory Dwelling Unit (ADU) is a secondary, independent living facility located in, or on the same lot or Building site as, a single-family residence. This includes a Building or part of a Building that provides complete independent living facilities, including a kitchen, living room, bathroom and bedroom, and that is attached to the principal dwelling, or a detached Building on the same lot or Building site.

(b) Applicability. This Section allows Accessory Dwelling Units (ADUs) with standards to ensure that they do not change the residential character of the principal use.

(c) Where Allowed:

(1) ADUs are permitted by right in the Overlay on residential lots that do not have more than one (1) dwelling unit. ADUs are not permitted on lots containing a Duplex, Triplex or a Cottage Court.

(2) There shall not be more than one (1) ADU on the same lot as a principal dwelling unit.

(d) Dimensional Standards

(1) ADUs shall not exceed a gross floor area of more than 50% of the principal structure's floor area.

(2) No ADU may be taller than the principal dwelling unit.

(e) Location of ADU

(1) An ADU shall be located behind the principal dwelling and comply with the setback requirements of Section E. Dimensional Standards of this Overlay.

(2) An ADU shall not be located in any recorded easement.

(f) Building Standards.

(1) All Structures used for ADUs shall comply with current Building Code requirements, including the obtaining of all required building and construction permits, inspections and approvals.

(2) All Structures used for ADUs shall be affixed to or constructed on a permanent foundation.

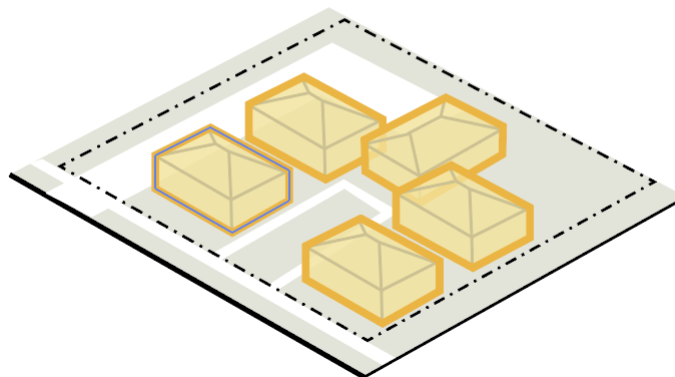
(3) A manufactured or mobile home shall not be used for an ADU.

(4) A moveable Structure shall not be used for an ADU.

(g) Parking. Any ADU located on a corner lot shall provide at least one (1) off-street parking space.

4. Cottage Courts

Figure 64-15-1.1 Cottage Courts



(a) Cottage Courts consist of three (3) or more detached, single-family dwellings arranged around a courtyard or open space.

(1) Cottage Courts are allowed by Right subject to the following requirements:

- a. For three dwellings on a single lot, the lot must consist of 6,000 square feet or greater.
- b. For four (4) dwellings or more, an additional 1,000 square feet of lot size is required per dwelling.
- c. One (1) off-street parking space per dwelling unit must be provided and cannot be located between the dwelling unit or courtyard/open space and the street.

5. Townhome

(a) A Townhome is a single-family dwelling unit erected in a row as a single building on adjoining lots, each being separated from the adjoining unit or units by a fire wall (constructed in accordance with applicable building codes) along the dividing lot line and in compliance with the Section E. Dimensional Standards of this Overlay.

(b) Townhomes constructed on adjoining lots are allowed by right, subject to the requirements of the Dimensional Standards of this Overlay.

(c) One (1) off-street parking space is required for each Townhome.

E. Dimensional Standards.

1. Applications to create new legal lots of record shall comply with the requirements of this Overlay.

2. When subdividing an existing lot into one (1) or more lots, no new lot shall be smaller in area than 2,000 square feet, or narrower in width than 20 feet.

Lot Area	No minimum lot area required; however, for newly created lots the minimum lot area shall be 2,000 square feet.
Lot Width	For newly created lots, no new lots shall be narrower in width than 20 feet.
Coverage (max)	For lots less than 6,000 sq. ft. building site coverage may go up to 75% including an ADU. Otherwise, underlying district requirements apply.

Height (max)	35 -feet
Front Yard (min-max)	The Front Yard setback shall be a minimum of five (5) feet. The maximum setback shall be no greater than the setback of any existing structure on the same side of the street within the same block face, but in no event more than 25-feet.
Side Yard (min)	Side Yards must be in compliance with all applicable building and fire codes (exclusive of right-of-way). Additions to an existing Structure may align with the existing building. For attached homes such as townhomes (i.e. zero-lot line), the side yard setback for lots adjoining lots outside the development must provide a minimum three (3) foot side yard setback. For corner lots, the side street setback shall be at least five (5) feet; however, additions to an existing dwelling may align with said dwelling.
Rear Yard (min)	5 feet

F. Developmental Standards.

1. Sites located in City designated flood zones must have a finished floor elevation that meets the minimum standards of the City of Mobile Engineering Departments Flood Damage Control Ordinance.

a. Additionally, sites located within an area of known flooding as designated by the City Engineer must comply with the requirements set forth by the City Engineer.

G. Parking

1. Unless otherwise specified in this Overlay, lots 30 feet or more in width shall provide one (1) parking space for each single-family dwelling unit. For lots less than 30 feet in width, no off-street parking is required for a Single-Family dwelling.

H. Existing Foundations

1. A residential structure may be placed on an existing foundation footprint subject to compliance with the applicable Building Code and Section F. Developmental Standards.
2. Expansion of, or additions to, the existing foundation footprint shall comply with Section E. Dimensional Standards of this Overlay.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org or may mail them to City Clerk, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or hand deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by 2:00 p.m. on Thursday, June 5, 2025.

**NOTICE OF PUBLIC HEARING
OF PROPOSED AMENDMENT OF THE
UNIFIED DEVELOPMENT CODE**

NOTICE is hereby given that the City Council of the City of Mobile proposes to consider the adoption of the below synopsisized **amendment** to the Ordinance adopted on the 12th day of July, 2022, and known as the “Unified Development Code”. The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 10th day of June, 2025 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

The proposed amendment to the Unified Development Code was published in full on the 14th day of May 2025 in the Lagniappe.

The proposed Historic Avenue Overlay is intended to establish an overall strategy for improving the community by encouraging sustained reinvestment, in-fill development, new residential development, enhanced economic opportunity, and better quality of life for residents, while maintaining the historic fabric of the neighborhoods and the rhythm and continuity of the existing streetscapes.

The Overlay will apply to residential properties within the following described area:

Beginning at the intersection of North Broad Street and Spring Hill Avenue; continuing westward along the centerline of Spring Hill Avenue to the intersection with North Ann Street; thence westward from the intersection of North Ann Street and Spring Hill Avenue along the centerline of Saint Stephens Road to the intersection with Three Mile Creek; thence northeast along the centerline of Three Mile Creek to the centerline of Dr. Martin Luther King, Jr. Avenue; thence northwest along the centerline of Dr. Martin Luther King, Jr. Avenue to Butchers Lane; thence northeast along the centerline of Butchers Lane to Pecan Street; thence southeast along the centerline of Pecan Street to the centerline of Three Mile Creek Canal; thence northeast along the centerline of Three Mile Creek Canal to a point marking the extension of the northern boundary of the Fisher Tract, as recorded in Deed Book 22, Page 330-333, of the Mobile County Probate Court; thence southeast along the northern boundary of the Fisher Tract and its extension to a point intersecting with the centerline of Marion Street; thence northeast along the centerline of Marion Street to a point on the centerline of One Mile Creek; thence southward along the centerline of One Mile Creek, as depicted on the Water Street Area Urban Renewal Project, First Unit plat recorded in Map Book 18, Page 68, of the Mobile County Probate Court, to a point on the centerline of

Beauregard Street; thence southwest along the centerline of Beauregard Street, which becomes North Broad Street, to the intersection of North Broad Street and Spring Hill Avenue, back to the point of beginning.

The Overlay recognizes that with very few exceptions the properties within the Overlay are primarily zoned for Single-Family residences or Two-Family residences, and therefore it is the intent of the Overlay to preserve the historic residential fabric of the communities while encouraging a diversity of lower density housing types. Except where explicitly provided to the contrary, whenever the requirements of the Overlay regulations are in conflict with the other requirements of the Unified Development Code, Chapter 65 of the Mobile City Code, the requirements within the Overlay shall supersede and govern.

The Overlay provides as follows:

1. Defined Lots of Record may be developed for Single-Family Dwellings, Duplexes, Triplexes, Accessory Dwelling Units (ADU), Cottage Courts, and Townhomes by Right in compliance with all other requirements of this Overlay.
2. One Duplex, as defined in the Overlay, is allowed by right on a single lot, subject to the requirements of the Dimensional Standards of the Overlay; and that two (2) off-street parking spaces are required for each Duplex.
3. One Triplex, as defined in the Overlay, is allowed by right on a single lot that is 4,500 square feet or larger, subject to the requirements of the Dimensional Standards of the Overlay; and that three (3) off-street parking spaces are required for each Triplex.
4. Accessory Dwelling Units (ADUs) are permitted by right in the Overlay on residential lots that do not have more than one (1) dwelling unit. ADUs are not permitted on lots containing a Duplex, Triplex or a Cottage Court.

There shall not be more than one (1) ADU on the same lot as a principal dwelling unit.

ADUs shall not exceed a gross floor area of more than 50% of the principal structure's floor area.

No ADU may be taller than the principal dwelling unit.

An ADU shall be located behind the principal dwelling and comply with the setback requirements of Dimensional Standards of the Overlay.

All Structures used for ADUs shall be affixed to or constructed on a permanent foundation. A manufactured or mobile home shall not be used for an ADU. A moveable Structure shall not be used for an ADU.

Any ADU located on a corner lot shall provide at least one (1) off-street parking space.

5. Cottage Courts consisting of three (3) or more detached, single-family dwellings arranged around a courtyard or open space, are allowed by Right subject to certain requirements.

6. Townhomes constructed on adjoining lots are allowed by right, subject to Dimensional Standards established by the Overlay.

7. Unless otherwise specified in this Overlay, lots 30 feet or more in width shall provide one (1) parking space for each single-family dwelling unit. For lots less than 30 feet in width, no off-street parking is required for a Single-Family dwelling.

8. A residential structure may be placed on an existing foundation footprint subject to compliance with applicable Building Code and Developmental Standards.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City Clerk's Office, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, 9th Floor, Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36644.

Written comments must be received by noon on 2:00 p.m. on Thursday, June 5, 2025.