



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, May 13, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Chaplain Bobby Morton, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

May 6, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Maura Mandyck for a waiver of the Noise Ordinance at Spanish Plaza on May 17, 2025, from 4:00 p.m. - 5:30 p.m. (District 2).

Request of Beverly Cooper for a waiver of the Noise Ordinance at James Seals Community Center on May 24, 2025, from 10:00 a.m. - 2:00 p.m. (District 2).

Request of Rikesh Patel for a waiver of the Noise Ordinance at Renaissance Mobile Riverview Plaza Hotel on May 25, 2025, from 9:00 a.m. - 10:00 a.m. (District 2).

Request of Oyindamola McCracken for a waiver of the Noise Ordinance at Robert Hope Community Center on May 31, 2025, from 1:00 p.m. - 5:00 p.m. (District 2).

Request of Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc. for a waiver of the Noise Ordinance at 351 St. Francis Street & 558 Dauphin Street on July 24 - 27, 2025, from 6:30 p.m. - 10:30 p.m. (District 2).

Request of Robert Soto for a waiver of the Noise Ordinance at Cathedral Square Park on August 23, 2025, from 10:00 a.m. - 4:00 p.m. (District 2).

Request of Jessica King for a waiver of the Noise Ordinance at 208 S. Georgia Avenue on October 17 - 18, 2025, from 6:30 p.m. - 10:00 p.m. (District 2).

Request of Shelisskia Melton for a waiver of the Noise Ordinance at Mardi Gras Park on October 18, 2025, from 8:00 a.m. - 2:00 p.m. (District 2).

Request of Minister Darren Jackson for a waiver of the Noise Ordinance at 661 S. Broad Street on May 25, 2025, from 9:30 a.m. - 3:00 p.m. (District 2).

Request of John Cutts for a waiver of the Noise Ordinance at 4380 Park Road on May 17, 2025, from 10:00 a.m. - 3:00 p.m. (District 3).

Request of Nakia Hollis for a waiver of the Noise Ordinance at 2705 Griffith Circle on May 23, 2025, from 6:30 p.m. - 11:00 p.m. (District 3).

Request of Felicia McCarty for a waiver of the Noise Ordinance at Mobile Terrace, Lincoln Boulevard, 9th Street to 11th Street on June 28, 2025, from 2:00 p.m. - 9:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider the rezoning of property located at 2415 Saint Stephens Road from R-1 to B-2 (District 1).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Leida Javier-Ferrell - provide information about and request funding for The Continental Commissary Kitchen; a nonprofit food business, shared kitchen incubator.

Derek Boulware - announce the 11th Annual Project Homeless Connect.

12. ORDINANCES HELD OVER

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).

13. RESOLUTIONS HELD OVER

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.).

01-677 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.).

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.).

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

14. ORDINANCES BEING INTRODUCED

64-020 Consider the rezoning of property located at 2415 Saint Stephens Road from R-1 to B-2 (sponsored by Councilmember Penn).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-689 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Osaka Steakhouse; 3827 Airport Blvd. (sponsored by Councilmember Daves).

37-690 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Cajun Corner Restaurant; 7080 Airport Blvd. (sponsored by Councilmember Gregory).

60-691 Approve award of special bonus to the Building Services Employee of the Month; Holm (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-692 Approve award of special bonus to the Officer of the Month; King (sponsored by Mayor Stimpson) (submitted by Chief William R. Jackson, MPD).

60-693 Determine an appropriation to Building Kingz Foundation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-694 Determine an appropriation to Ben C. Rain High School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-695 Determine an appropriation to Franklin Primary Health Center, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

60-696 Determine an appropriation to Ludgood Masonry, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

08-697 Approve purchase order to McSweeney Auto Group Clanton, LLC for Chevrolet Passenger Vans for Motor Pool; \$86,424.90 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-698 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 Pickup Trucks for MPRD; \$121,365.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-699 Amend FY25 General Fund and Capital Budgets (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Director).

09-700 Transfer funds from Capital Improvement Fund to Capital Project Gulf Coast Exploreum Misc Repairs; \$1,000,000.00 (sponsored by Mayor Stimpson) (submitted

by Carleen Stout, REAM Dept.).

13-701 Authorize Change Order No. 2 with Robert J. Baggett, Inc. for the Mobile Riverfront Redevelopment – Cooper Riverside Bulkhead Replacement; \$784,912.74 increase (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Infrastructure & Engineering & Jennifer Greene, Program & Project Mgmt.).

21-702 Authorize Contract with Geotechnical Engineering Testing, Inc. for Civic Center New Construction & Demo \$858,798.50 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

21-703 Authorize Contract with McElhenney Construction Co. LLC for 2025 Bridge Maintenance; \$697,744.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-704 Authorize Contract with Michael Baker International, Inc. for U.S. Hwy 45 Streetscape Improvements; \$299,995.63 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

25-705 Accept three Temporary Construction Easements for retaining wall and drainage repairs (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by John Forrester, Engineering Det. and Carleen Stout-Clark, REAM Dept.).

17. CALL FOR PUBLIC HEARINGS

41-706 Call for public hearing to consider proposed modification of a previously approved Planned Unit Development for property located at the East Terminus of Leighton Place Drive (scheduled for June 17, 2025) (District 4).

18. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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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: Maura Mandyck

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 706-201-1201

Organization (if applicable) Indivisible Mobile

Mailing Address of Applicant 2756 Brevard Dr., Mobile 36606

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

Location or address of event where amplification will be used:

Spanish Plaza, 401 Govt. Street

Date of Event: May 17, 2025 Starting Time: 4:00 p.m. Ending Time 5:30 p.m.

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

Type of Event: Political rally

CITY CLERK'S OFFICE

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

MOBILE, AL

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

TH, MAY 8, PM12:57 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Beverly Cooper

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-367-8619 Cell Number: 251-422-1568

Organization (if applicable) _____

Mailing Address of Applicant P.O. Box 731 Mobile, AL 36601

Telephone No. 251-421-5072 E-mail address info@standupmobile.org

Location or address of event where amplification will be used:

James Seals Community Center

Date of Event: May 24, 2025 Starting Time: 10:00 AM Ending Time 2:00 PM

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

Type of Event: Stand Up and Jam 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

CITY CLERK'S OFFICE

MOBILE, AL

TU, MAY 6, AM 8:29 RCVD

Handwritten signature/initials



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Name of Applicant: Rikesh Patel

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 404985-1243

Organization (if applicable) Sole

Mailing Address of Applicant 107 Glenleven Drive Lafayette, LA 70503

Telephone No. _____ E-mail address info@riaeventsanddesign.com

Location or address of event where amplification will be used:

Renaissance Mobile Riverview Plaza Hotel 64 S Water St, Mobile, AL 36602

Date of Event: 05.25.2025 Starting Time: 9am Ending Time 10am

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

Type of Event: Grooms procession "baraat"

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

Music containing obscene language or profanity is prohibited

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

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22

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Oyindamola McCracken (Honey Consulting)

PLEASE PRINT ALL INFORMATION

Home Phone Number: 4047716090 Cell Number: 4047716090

Organization (if applicable) _____

Mailing Address of Applicant 3620 Ching Dairy Loop rd W mobile, al 36618

Telephone No. 4047716090 E-mail address info@honeyconsulting.org

Location or address of event where amplification will be used:

Robert Hope Community Center 850 Edwards St, Mobile AL 36610

Date of Event: 05/31/2025 Starting Time: 1:00pm Ending Time 5:00pm

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

Type of Event: Family Fun Day: Community Outreach Program or join us for the first-ever R.I.S.E. Festival, a free, family-centered event designed to celebrate the end of the school year, uplift youth, and empower families across.

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, MAY 6, AM 8:29 RCVD

B2



Outlook

Noise Ordinance Permit Request

From Honey Consulting <info@honeyconsulting.org>

Date Mon 5/5/2025 2:33 PM

To City Clerk <cityclerk@cityofmobile.org>

 1 attachment (134 KB)

noise ordinance permit request fillable.pdf 5.31.2025.pdf;

You don't often get email from info@honeyconsulting.org. [Learn why this is important](#)

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

Here is our request attached and brief PSA on our event. please let us know if you need anything else.

Public Service Announcement – R.I.S.E. Festival 2025

Presented by Honey Consulting, in partnership with Yorktown Missionary Baptist Church and the Mobile County Health Department

Saturday, May 31st | 1:00 PM – 5:00 PM

Robert Hope Community Center | 850 Edwards St, Mobile, AL 36610

Join us for the **first-ever R.I.S.E. Festival**, a free, family-centered event designed to celebrate the end of the school year, uplift youth, and empower families across **our community** through fun, connection, and vital resources.

Taking place on **World No Tobacco Day**, the festival is intentionally focused on helping youth and families discover positive, enriching alternatives to smoking, vaping, and substance use—through movement, creativity, and meaningful community engagement.

Festival Highlights Include:

- **Youth & Adult 3-on-3 Basketball Tournaments**
- **Sack Races, Jump Rope, Face Painting & Dance Contests**

- **Live DJ with family-friendly music & local vendors**
- **Wellness Booths & Free Community Resources**
- **Summer Program Signups & Giveaways**

This event is powered by **Honey Consulting's R.I.S.E. Program (Restoring Individuals through Supportive Environments)** — a trauma-informed initiative that supports youth and families through mental health strategies, mentorship, and capacity-building in schools.

We'll also be gathering feedback during the event to learn what programs, resources, and events the community wants to see more of. Your voice helps shape what's next.

Vendor Interest? Sign up here: [Vendor Registration Form](#)

Questions or support inquiries? Call **1-800-676-6602**

Let's R.I.S.E. together and build a stronger, healthier Mobile—one family at a time.

[30-Second Radio PSA Script]

Join us for the **R.I.S.E. Festival** — Saturday, May 31st from 1 to 5 PM at the Robert Hope Community Center in Mobile! Celebrate *World No Tobacco Day* with free games, music, a 3-on-3 basketball tournament, face painting, and fun for the whole family. Hosted by **Honey Consulting** in partnership with **Yorktown Missionary Baptist Church** and the **Mobile County Health Department**. We're gathering input on what YOU want to see in our community. Learn more and register at [Vendor Registration Form](#) . Call 1-800-676-6602 for info!

--

Oyindamola McCracken, MS ALC

[Linkedin Profile](#)

"Empowering individuals and communities through strength-based care and transformative leadership."



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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: Gulf Coast Ethnic & Heritage Jazz Festival Productions, Inc.

PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 478-4027 Cell Number: _____

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

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

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

Location or address of event where amplification will be used:

351St. Francis St., Mobile, Al. 36602 & 558 Dauphin St., Mobile, Al. 36602

Date of Event: 7/24-27/2025 Starting Time: 6:30pm Ending Time 10:30pm

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

Type of Event: Jazz Music Festival

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

CITY CLERK'S OFFICE

Music containing obscene language or profanity is prohibited MOBILE, AL

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

TU, MAY 6, AM 8:29 RCVD

Q2

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Name of Applicant: Robert Soto

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.422.6946 Cell Number: 251.367.7686

Organization (if applicable) endITnow

Mailing Address of Applicant 808 Daphne Avenue #2152, Daphne, AL, 36526

Telephone No. 251.367.7686 E-mail address enditnowMobile@gmail.com

Location or address of event where amplification will be used:

Cathedral Square Park

Date of Event: 8.23.25 Starting Time: 10 AM Ending Time 4 PM

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

Type of Event: Family Day & March - bringing awareness & advocating to end human tr

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
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CITY CLERK'S OFFICE

MOBILE, AL

TU, MAY 6, PM 2:24 RCVD

22



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Name of Applicant: Jessica King

PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 605-5702 Cell Number: SAME

Organization (if applicable) N/A

Mailing Address of Applicant 208 South Georgia Avenue Mobile

Telephone No. (251) 605-5702 E-mail address JKing1197@aol.com AL 36604

Location or address of event where amplification will be used:

208 South Georgia Avenue Mobile, AL 36604

Setup 10/17/2025 - 3pm
Date of Event: 10/18/2025 Starting Time: 6:30pm Ending Time: 10:00pm

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

Type of Event: Wedding Reception

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

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Name of Applicant: Shelisskia Melton

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-533-1717 Cell Number: 251-533-1717

Organization (if applicable) Melton Health & Faith

Mailing Address of Applicant 2936 W Turner Rd

Telephone No. 251-533-1717 E-mail address Smelton652@comcast.net

Location or address of event where amplification will be used:

Mardi Gras Park - 109 Government Street, Mobile, AL 36602

Date of Event: 10/18/25 Starting Time: 8:00 am Ending Time 2:00 pm

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

Type of Event: Promoting healthy lifestyle awareness

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

TU, MAY 6, PM 2:24 RCVD

Handwritten signature/initials



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Minister Darren J Jackson

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-753-0857

Organization (if applicable) Saint Joseph Missionary Baptist Church

Mailing Address of Applicant 6441 Rose Ave Mobile, AL 36619

Telephone No. 251-753-0857 E-mail address darrow25@yahoo.com

Location or address of event where amplification will be used:

661 South Broad Street Mobile AL 36603

Date of Event: May 25, 2025 Starting Time: 9:30 am Ending Time 3:00 pm

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

Type of Event: Outdoor Community Worship service

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

TU, MAY 6, AM 8:29 RCVD

Handwritten signature



Outlook

Re: APPLICATION FOR WAIVER OF NOISE ORDINANCE

From Darren Jackson <darrow25@yahoo.com>**Date** Wed 5/7/2025 1:46 PM**To** City Clerk <cityclerk@cityofmobile.org>

You don't often get email from darrow25@yahoo.com. [Learn why this is important](#)

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

Afternoon

It's, for Sunday May 25, 2025

Sent from my iPhone

On May 7, 2025, at 10:56 AM, City Clerk <cityclerk@cityofmobile.org> wrote:

Good morning,

Is this noise waiver for the year 2026?

Thank you

Tiereney Leverette
Secretary II
City Clerk's Office

From: Darren Jackson <darrow25@yahoo.com>**Sent:** Monday, May 5, 2025 6:43 PM**To:** City Clerk <cityclerk@cityofmobile.org>**Subject:** APPLICATION FOR WAIVER OF NOISE ORDINANCE

You don't often get email from darrow25@yahoo.com. [Learn why this is important](#)



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: John Cutts

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2516801067

Organization (if applicable) The Peninsula of Mobile

Mailing Address of Applicant PO Box 501134 Mobile, AL 36605

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

Location or address of event where amplification will be used:

4380 Park Road Mobile AL 36605

Date of Event: 5/17/25 Starting Time: 10 AM Ending Time 3 PM

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

Type of Event: Fundraiser for Crepe Myrtle Trail

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

B3



MAY -5 AM 9:15

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Nakia Hollis

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251 648-1085

Organization (if applicable) Birthday party

Mailing Address of Applicant 2705 Griffith Cir

Telephone No. 251 648-1085 E-mail address _____

Location or address of event where amplification will be used:

2705 Griffith Cir Mobile AL 36606

Date of Event: May 23rd Starting Time: 6:30 Ending Time 10-or 11:00

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

Type of Event: Birthday Party

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

23



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Felicia Mccarty

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-458-6885 Cell Number: 251-458-6885

Organization (if applicable) _____

Mailing Address of Applicant 6551 Dickens Ferry Rd APT 705 Mobile AL 36608

Telephone No. 251-458-6885 E-mail address felicia.mccarty@yahoo.com

Location or address of event where amplification will be used:

Mobile Terrace , Lincoln Blvd 9th street to 11th street

Date of Event: June 28th Starting Time: 2PM Ending Time 9PM

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

Type of Event: Mobile Terrace Community Cookout

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

27

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 to Consider the Proposed Rezoning
of Property Located at 2415 Saint Stephens Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 8, 2025**, a public hearing will be held on the **13th** day of **May**, 2025, at 10:30 a.m., to consider adoption of an ordinance for consider the proposed rezoning of property located at 2415 Saint Stephens Road from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Cory Penn

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:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8 IN BLOCK 1 OF JONES SUBDIVISION ACCORDING TO MAP THEREOF RECORDED IN DEED BOOK 156 N.S., PAGE 362, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 2 FEET EASTWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 8 AND IS ON THE SOUTH LINE OF ST. STEPHENS ROAD AND RUNNING THENCE SOUTHWARDLY AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 ALONG A FENCE 129.5 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 40 MINUTES, 11 FEET TO A POINT; THENCE SOUTHWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 80 DEGREES 80 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE LEFT 74 DEGREES 38 MINUTES AND ALONG ANOTHER FENCE 32 FEET TO A POINT ON THE SOUTHWARD PROLONGATION OF THE EAST LINE OF SAID LOT 8 IN BLOCK 1, THENCE NORTHWARDLY ALONG SAID SOUTHWARD PROLONGATION 51.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, AND CONTINUING NORTHWARDLY ALONG THE EAST LINE OF LOT 8 BLOCK 1, 159.8 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, 58 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED.

The classification of said property is hereby changed from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban 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 a B-2, Neighborhood Business Urban 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 a B-2, Neighborhood Business Urban 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 other 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 13th day of May, 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 16th day of April, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2415 Saint Stephens Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban 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 B-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 B-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 other 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 Cory Penn

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:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8 IN BLOCK 1 OF JONES SUBDIVISION ACCORDING TO MAP THEREOF RECORDED IN DEED BOOK 156 N.S., PAGE 362, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 2 FEET EASTWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 8 AND IS ON THE SOUTH LINE OF ST. STEPHENS ROAD AND RUNNING THENCE SOUTHWARDLY AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 ALONG A FENCE 129.5 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 40 MINUTES, 11 FEET TO A POINT; THENCE SOUTHWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 80 DEGREES 80 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE LEFT 74 DEGREES 38 MINUTES AND ALONG ANOTHER FENCE 32 FEET TO A POINT ON THE SOUTHWARD PROLONGATION OF THE EAST LINE OF SAID LOT 8 IN BLOCK 1, THENCE NORTHWARDLY ALONG SAID SOUTHWARD PROLONGATION 51.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, AND CONTINUING NORTHWARDLY ALONG THE EAST LINE OF LOT 8 BLOCK 1, 159.8 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, 58 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED.

The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District**, to **B-2, Neighborhood Business Urban 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 a **B-2, Neighborhood Business Urban 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 a **B-2, Neighborhood Business Urban 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 other 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

**Angie Agee
2415 Saint Stephens Road
Council District 1
Cory Penn**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

March 31, 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 **Angie Agee** for a change in zoning from **R-1, Single-Family Residential Urban District**, to **B-2, Neighborhood Business Urban District**, for the property located at **2415 Saint Stephens Road**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 21, 2025

Angela Agee
3057 Heather Street
Mobile, Alabama 36607

Re: 2415 Saint Stephens Road
ZON-UDC-003183-2024
Angie Agee
District 1
Rezoning from Single-Family Residential Urban District (R-1) to Neighborhood Business Urban District (B-2).

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 that the following criteria prevail to support Rezoning of the property to **B-2, Neighborhood Business Urban District**:

- A) 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.
- B) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- C) Capacity. The infrastructure is in place to accommodate the proposed amendment; Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-2, Neighborhood Business Urban District**, subject to the following conditions:

- 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
- 2. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003183-2024 2415 Saint Stephens Road
March 21, 2025

The advertising fee for this application is based on the current legal description is **\$356.06**. 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

Angie Agee
2415 Saint Stephens Road
Mobile, AL 36617

Remarks for staff comments:

Engineering:

The right of way will not be disturbed, and everything will remain the same (the physical condition of the land).

Traffic:

The parking for the site is spacious enough for five vehicles in the front and the driveway to the back of the site is for handicap and teacher parking, there is no need for a two-way traffic. The traffic will not be on site all at one time.

Urban Forestry:

Not planning on removing any trees, trees are a very good source of shade.

Fire Department:

The Mobile Fire and Rescue Department in Toulminville is two minutes away from the site,

Planning:

The surveyor James Rodquirez is a professional surveyor and there will be a total of five teachers, the total square footage of the building is 2044, the curve cut is located in the front of the site, the entire front from property line to property line. The parking is more than enough to allow parking in the front of the site and the back of the site. I am not planning on planting any trees on the site. The site has a privacy fence around the back and sides of the property, and on the front left there are hedges with concrete poles that travels to the back to the privacy fence and on the right side there are hedges planted already.

I will do what is needed to obtain the rezoning.

Thanks

Angie Agee
(252) 382-3330
angieagee@yahoo.com



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:	Angela Agee	N/A
Firm:	N/A	N/A
Phone:	(251) 382-3330	N/A
Email:	angelaagee@yahoo.com	N/A
Address:	3057 Heather St. Mobile, AL	N/A

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:	Angela Agee	
Firm:	N/A	
Phone:	(251) 382-3330	
Email:	angleagee@yahoo.com	
Address:	2415 Saint Stephens Rd., Mobile, AL 36617	

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

2415 Saint Stephens Rd., Mobile, AL 36617	2124 square ft.
Property Address	Property Area (acres or square feet)
290244001548	
Parcel Number(s) or Key Number(s)	
Residential (R-1)	Commercial (B-2)
Present Zoning or Transect District	Proposed Zoning or Transect District (If applicable)

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

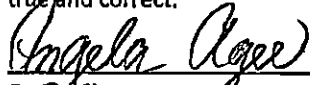
This requirement applies to any of the following applications:

- 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

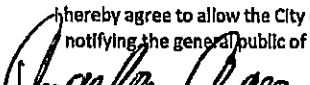
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information 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.

	<u>2/17/2025</u>
Owner Signature	Date
	<u>2/17/2025</u>
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.

	<u>2/17/2025</u>
Applicant or Agent Signature	Date

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 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



City of Mobile • Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 2/17/2025

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):

Rezoning

Neighborhood Meeting Date: 2/13/2025

Neighborhood Meeting Time: 6:00 pm

Neighborhood Meeting Location: 2451 St. Stephens Rd.

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

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

Applicant's Name: Angela Agee
(First Name & Last Name)

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

x Angela Agee Date: 2/17/2025

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.

Page 1 of 1

Notice of Neighborhood Meeting February 4, 2025

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Angela Agee** will be submitting to the Mobile City Planning Commission:

- (1) Zoning change to rezone the property at 2415 Saint Stephens Road from Single-Family Residential Suburban District (R-1) to Neighborhood Business (B-2).

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

Date: February 13, 2025

Time: 6:00 pm

**Location: Amity Missionary Baptist Church
2451 Saint Stephens Road
Mobile, AL 36617**

You are receiving this notice because your property is located within 300 feet of **2415 Saint Stephens Road, Mobile, AL. 36617** in compliance with the notification requirements of Article 5 of the Neighborhood Meeting to learn more about the above-reference application, ask questions, and present your views.

Sincerely,

Angela Agee
2415 Saint Stephens Rd.
Mobile, AL 36617
angieagee@yahoo.com

Neighborhood Meeting

Date: 2/13/2025

Time: 6:00 pm

Location of Neighborhood Meeting: _____

2451 St. Stephens Rd.

Project Location: 2415 St. Stephens Rd.

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

Rezoning from R-1 to B-2

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

x Angela Ager Date: 2/13/2025

Please Sign In:

Name: Scuntonia Stokes Email: punk12@gmail.com

Address: 2461 Hawkes St. Phone: (846) 397-3802

Name: Calondria McMillian Email: shantellster1978@gmail.com

Address: 2553 Farnell Dr. Phone: (251) 298-4691

Name: Darrian Jackson Email: DeJackson1@gmail.com

Address: 2000 Morgan Hwy Dr. Phone: (251) 402-0130

Name: Knock-ester Email: joolie55@gmail.com

Address: 6330 Woodside Dr. N Phone: (251) 405-1314

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
 Applicant: Angela Agel

Meeting Location: 2451 St. Stephens Rd
 Application(s): Angela Agel (Residing)

Name: Tammy Roberts Email: T. Tammy@gmail.com
 Address: 2800 Morgan Fair Va. Phone: 251 330-9949

Name: Erica Lester Email: EricaLester@gmail.com
 Address: 1710 Myers Rd. 3/4 mile Phone: 251 313-9455

Name: Xavier McMillian Email: thatboyxav@gmail.com
 Address: 2553 Tameel Ln. Phone: 251 376-8196

Name: Tasmine Roberts Email: Tasmine0412@gmail.com
 Address: 1010 Baltimore St Phone: 251 366-0016

Name: Nicole Caulton Email: nicolecaulton@yahoo.com
 Address: 1405 Kendrick Rd. Phone: 251 366-1825

Name: Kia Garrett Email: Kiagarrett@gmail.com
 Address: 321 Oak Drive Phone: 251 643-8591

Name: Patty Garrett Email: _____
 Address: 321 Oak Drive Phone: 251 455-9331

Name: Tanglier Wallace Email: _____
 Address: 321 Oak Drive Phone: 251-721-6851

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Rezoning

Name: La Angela Agee Email: Laangelagee95@yahoo.com
Address: 3055 Heather St Phone: 251 382-4796

Name: Arteria Currelley Email: jamasterria@yahoo.com
Address: 2208 Warner St. Phone: (251) 716-2153

Name: Kirsty Gray Email: Kristobrown227@gmail.com
Address: 2671 Cheshire Dr. Phone: 251 625-9455

Name: Joshua Sowels Email: joshuasowels@gmail.com
Address: 959 S. Scott St Phone: (251) 735-7455

Name: LaTarja Stephens Email: latonjabrown40@gmail.com
Address: 4114 Yorkshire Ln Phone: 251 366-5824

Name: Brendelyn Caulton Email: BreCaulton@yahoo.com
Address: 1021 Shady Brook Phone: 251 366-2185

Name: Kiona Campbell Email: Kiona.Campbell@gmail.com
Address: 32 Brucewood Dr S Phone: 251-259-2006

Name: Moeshia Moore Email: moeshiamoore16@gmail.com
Address: 6128 Sperry Rd Phone: 251-767-2874

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
 Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
 Application(s): Rezoning

Name: Nancy Williams Bennett Email: _____
 Address: 952 West 1st Phone: 251-462-6385

Name: Kalinda Lee Email: _____
 Address: 2414 Saint Stephens Rd. Phone: (251) 209-6810

Name: C. A. S. Email: Calvinquiner668@gmail.com
 Address: 2419 Saint Stephens Rd. Phone: 251-391-8967

Name: Elizabeth Franklin Email: Franklinelizabeth138@gmail.com
 Address: 2419 Saint Stephens Rd. Phone: 251-447-5520

Name: Courtney Thornton Email: thornton.courtney@icloud.com
 Address: 1360 Cithey rd. Phone: 251-615-7551

Name: Kelijane Allen Email: TTY30592@gmail.com
 Address: 2404 Saint Stephens Rd. Phone: 251-392-2720

Name: Mike Sanders Email: MSanders1990@gmail.com
 Address: 6419 St. Stern Rd. Phone: 251-421-9241

Name: _____ Email: _____
 Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Reznoring

Name: Tangie Watson Email: _____
Address: 1440 Congress St. Mobile Phone: (251) 470-1288

Name: Zelander Dawkins Email: 1xclawkins@gmail
Address: 2417 St. Stephens Phone: (251) 489-5939

Name: Dennis Speed Email: _____
Address: 309 New Jersey Phone: (251) 721-7416

Name: Shantae Fountain Email: _____
Address: 2417 St. Stephens Rd. Phone: (251) 261-4348

Name: Enid Young Email: _____
Address: Jones Ave. Phone: (251) 241-1806

Name: Prince Shamp Email: _____
Address: 2419 St. Stephens Rd Phone: (251) 525-2009

Name: Tyneisha Dawkins Email: _____
Address: 1105 Adams St. Phone: (251) 391-1161

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Ayee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Rezoning

Name: Carletta Hackworth Email: carlettahackworth@yahoo.com
Address: 760 Pine Run Rd. Phone: 470-844-7175

Name: Amanda Gardner Email: Gardamanda@gmail.com
Address: 3063rd Ave. Phone: 251-366-5775

Name: Metissa Leach Email: metissa.lewis@gmail.com
Address: 4260 Airport Blvd Apt 19 Phone: 251-980-2204

Name: Chetee Lewis Email: _____
Address: 2713 Elmore St Phone: 251-525-2166

Name: Servante Lewis Email: Pinelas18@icloud
Address: 2713 Elmore St Phone: 251-328-8411

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

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?
2/13/2025 ; 2457 St. Stephens Rd.
2. What information was presented at the meeting?
Letter about the meeting, zoning district map, floor map
The purpose of the meeting, site plan, Mobile County
Revenue Commission property line map, list of property
owners in the area, pictures of the property
3. What concerns were raised during the meeting?
Will the daycare provide care for children with special
need?
Will you do pick-up and drop-off to and from school?
What schools will you pick-up from?
4. Were any modifications made or considered in response to the concerns raised at the meeting?
Yes, the property is handicap accessible, all children
will be included in all activities.
Pick-up and drop-off will be made available with a fee.
Schools in the surrounding area along with the ones already
on my route.

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Neighborhood Meeting Summary

Meeting Date: 2/13/2025

Meeting Time: 6:00pm

Meeting Location: 2451 St. Stephens Rd.
Amity Missionary Baptist Church

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

The meeting opened with a thank you for coming out once again 2/13/25. Mrs. Angela stated the purpose for the meeting was to have property at 2451 St. Stephens Rd. rezoned for a daycare, a quality daycare in the neighborhood, the benefits to supply working parents in this area and surrounding to have a quality, nurturing and safe place where children can learn on their own level.

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

Flyers
Photos of the property
Site plan
Property line map, FEMA map
Letter stating

Please attach copies of the distributed information to this summary.

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

There was refreshments: Public sub sandwiches, chips, sodas. and Mrs. Angel made valentine candy bags to give everyone. Everyone was onboard and is excited for a new business to come to this area (Daycare). Mr. Campbell asked a question about special need children in daycare, Mrs. Angel replied that all children will have a place at the daycare.

Neighborhood Meeting Summary

Date: 2/13/2025
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd
Application: Rezoning

(Meeting summary, continued)

Mrs. Campbell had her two children they received
a valentine gift.

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

The Neighborhood Meeting ended at the following time: 7:30pm

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

x Angela Agee

Date: 2/13/2025

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|--|--|
| ☒ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
 It will improve the community by having a quality childcare program and grow revenue in the city.

	Commerical
Future Land Use Map (FLUM) Designation	Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
 It will by maintaining a clean and safe physical environment by inspecting inside and outside area of the property. Establishing a clear emergency evacuation plan, by following the guidelines for the city. To provide a quality childcare program in the community
 By having an afterschool program that will support social, emotional, cognitive and academic development, serving healthy meals, provide a safe place to learn and play

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
 By bringing in a new business to the community, this would allow the working families with children to remain in the community.
 They are expanding the street in front of the building and redoing the sidewalks.

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 By having an afterschool program that will support social, emotional, cognitive and academic development, serving healthy meals, provide a safe place to learn and play

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
 By bringing in a new business to the community, this would allow the working families with children to remain in the community.
 They are expanding the street in front of the building and redoing the sidewalks.

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.

New seafood restaurant opening soon, Rodger's Barbeque, Payless Glass repair, elementary, middle and high school. Grocery stores, gas stations, Dollar General Store, Homes and Apartments, Churches.

2. Describe the surrounding land uses.

Neighborhoods, schools, stores, gas stations, Businesses and Churches

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

It will not be an impact on the neighbors.

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

The property has five large room, two full bathrooms all the rooms are fully lighted with widows

The property is handicap accessible, enough space for age-appropriate classrooms, large yard for two playgrounds that is fenced-in, Large kitchen with ventilation

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.

provide a safe space for children to learn and to socialize with others, enable parents to work and contribute to the economy

offer support network among families, promote early childhood development and create a more cohesive

community by exposing children to diverse backgrounds and experiences.

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

Encourage revitalization of businesses: Sage Health, Computer World, Beauty Supply, Payless Glass, Fire Station and Family Dollar

Metro PCS, LeFlore High school football stadium and the transit system.

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

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|--|--|
| ☒ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The proposal will improve the community by having a quality childcare program and grow revenue in the city.

Future Land Use Map (FLUM) Designation

Commerical (B-2)

Requested Zoning

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

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

It will by maintaining a clean, secured and a safe environment. Establishing a clear emergency plan, by following the guidelines for the city. To provide a quality childcare program and after school program in the community that will support social, emotional, cognitive and physical development of each child, serving healthy meals and providing a safe place to learn and play.

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

By bringing a childcare program to the community allows for working families with children in the community to remain in the community for their childcare needs. The businesses in the area will have their child/children close to their place of employment, the street in front of the building is being expanded and the sidewalks are being redone, the beautification of the property and the security cameras around the property add safety to the surrounding area.

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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.

New seafood Restaurant opening soon, businesses that exist already Payless glass repair, Rodger's barbeque Big Head Potato, Piggly Wiggly grocery store, Dollar General, Apartments homes, houses, schools: high school, middle school, elementary school, parks, churches, fire stations, McDonalds, the city is redoling the sidewalks and putting new roads in the area.

2. Describe the surrounding land uses.

Apartments, houses, businesses, retail stores, schools, churches, restaurants, gas stations, police precinct, sage health, park.

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

There will not be an adverse impact on the neighbors.

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

The property has five large rooms enough space for age-appropriate classrooms, two full bathrooms that is handicap accessible, an office, a large kitchen, a large pantry, a large utility room, and the property is handicap accessible. The property has a large yard for two playgrounds that is fenced-in, enough parking for ten families.

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.

By allowing parents from all backgrounds to work and support their families to help the economy grow, by supporting a child's healthy early learning development and by creating a more cohesive community by exposing children to diverse backgrounds and experiences.

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

Encourage revitalization of businesses: Sage Health, Computer World, Beauty Supply Payless glass, Fire Station, Dollar General, Family Dollar, Metro PCS, LeFlore High School football stadium and the transit system.

Eddie O'Neal
2405 Saint Stephens Rd.
Mobile, AL 36617

Willie Moore
5733 Deerwood Dr., South
Mobile, AL 36618

Arthur Smoots
2457 Osage St.
Mobile, AL 36617

Katherine Reed
2014 Banberry Dr.
Hoover, AL 35244

Hampton
557 Gwin St.
Mobile, AL 36610

Novella Horton
2455 Osage St.
Mobile, AL 36617

O. Simpson
2377 Chapel Hill Dr.
Mobile, AL 36695

Ann Bogan
2102 N. Downing St.
Mobile, AL 36617

Genie Stephens
2453 Osage St.
Mobile, AL 36617

Bay Point
411 Hackensack Av. St. 200
Hackensack, NJ 7601

Maggie Coleman
2402 Saint Stephens Rd,
Mobile, AL 36617

Ida Mitchell
2368 Saint Stephens Rd,
Mobile, AL 36617

Yvette Dawkins
2417 Saint Stephens Rd,
Mobile, AL 36617

Eddie Tucker
2410 Saint Stephens Rd,
Mobile, AL 36617

Cynthia Carter
29510 Acorn Knoll Dr.
Daphne, AL 36526

A. Williams
5909 Central St.
Kansas City, MO 64113

Vernon Young
2409 Oakleigh Dr.
Mobile, AL 36617

Mary Taylor
556 Gwin St.
Mobile, AL 36617

Bann Group
6709 Raymond Rd.
Madison, WI 53719

Gregory Robinson
2412 Saint Stephens Rd.
Mobile, AL 36617

Tommie Matthews
2415 Osage St.
Mobile, AL 36617

James Morrisette
316 N. Wasson Av.
Mobile, AL 36612

Alvin Hardin
2418 Saint Stephens Rd.
Mobile, AL 36617

Phylliss Burage
2403 Saint Stephens Rd.
Mobile, AL 36617

Stanley Arnold
1620 Abbeywood Dr.
Mobile, AL 36695

E3 & D Investment
1030 Saint Moritz Dr., West
Mobile, AL 36608

Mary Fox
1808 Jones Av.
Mobile, AL 36617

Reese Rogers
9654 Taylor Pointe CT.
Mobile, AL 36618

Herbert Wilson
1672 Johnston St.
Mobile, AL 36605

Shannon Nobles
5532 Lakewood Cir.
Saraland, AL 36571

Venita Young
1812 Jones St.
Mobile, AL 36617

Edward Mitchell
1850 Jones St.
Mobile, AL 36617

Talmadge Dowdlan
1856 Jones St.
Mobile, AL 36617

Marion Forrest
5916 Woodbine Av.
Philadelphia PA 19131

Joe Hill
856 Koolman St.
Mobile, AL 36617

Thompson
PO Box 480024
Linden, AL 36748

Stanley Scott
1821 Brownlee St.
Mobile, AL 36617

Desmond Simpson
1819 Brownlee St.
Mobile, AL 36617

Benjamin Torrance
1819 Brownlee St.
Mobile, AL 36617

Angela Agee
2415 Saint Stephens Rd.
Mobile, AL 36617



Agenda Item # 10 ZON-UDC-003183-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2415 Saint Stephens Road

Applicant / Agent:

Angie Agee

Property Owner:

Angie Agee

Current Zoning:

R-1, Single-Family Residential Urban District

Proposed Zoning:

B-2, Neighborhood Business Urban District

Future Land Use:

Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-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	5
Exhibits	6

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units. An auto repair shop lies north of the site.

APPLICATION NUMBER	10	DATE	March 20, 2025
APPLICANT	Angie Agee		
REQUEST	Rezoning from R-1 to B-2		
 NTS			

SITE HISTORY

The subject site was annexed into the City in 1945.

In July 1971 a Use Variance for an illegally converted office building was denied by the Board of Zoning Adjustment.

There have been no Planning Commission cases associated with the site.

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:

Traffic Engineering has concerns regarding the traffic flow and parking on the site. There doesn't appear to be any room on the property for vehicles to queue and the driveway to the back of the property doesn't meet the width requirements for two-way traffic. 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-sprinklered commercial buildings, within 600' of sprinklered 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 Urban District, to B-2, Neighborhood Business Urban District. A detailed description of the proposed request is available via the link on Page 1 of this report.

The site abuts properties to the East and West that are currently zoned R-1 and used as single-family dwellings. Adjacent to the South is R-1 zoning used as Multi-Family Residential, R-3, by variance. To the North, across St. Stephens Road, is B-3, Community Business Urban District zoning, used as auto repair.

The applicant proposes to operate a child daycare center on the subject site and states that the proposed use will: provide a safe space for children to learn and socialize with others; enable parents to work and contribute to the economy; offer support network among families; promote early childhood development; and create a more cohesive community by exposing children to diverse backgrounds and experiences.

The site plan provided with the rezoning application is lacking much of the information required for an accurate site plan review and is not based upon a survey by a registered professional surveyor or civil engineer. Furthermore, no legal description is provided, and the property boundaries do not appear compatible with those on the GIS database.

No information was provided concerning the proposed number of teaching stations or classrooms, or the total square footage of the building. No parking plan is provided. The site does not appear to have sufficient area between the building and the West side property line for a compliant one-way driveway to the rear, and much less for a compliant two-way driveway. No curb cut is indicated on the site plan. There is not sufficient area in the front of the building to provide compliant access and parking. No residential buffering, landscaping, or tree planting plans are provided. In short, the site does not appear to be a viable candidate for the proposed rezoning.

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:
 - The current development trends, if any, in the vicinity of the subject property;
 - Surrounding land uses;
 - Would adversely impact neighboring properties; or
 - Cause a loss in property values.
- 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.

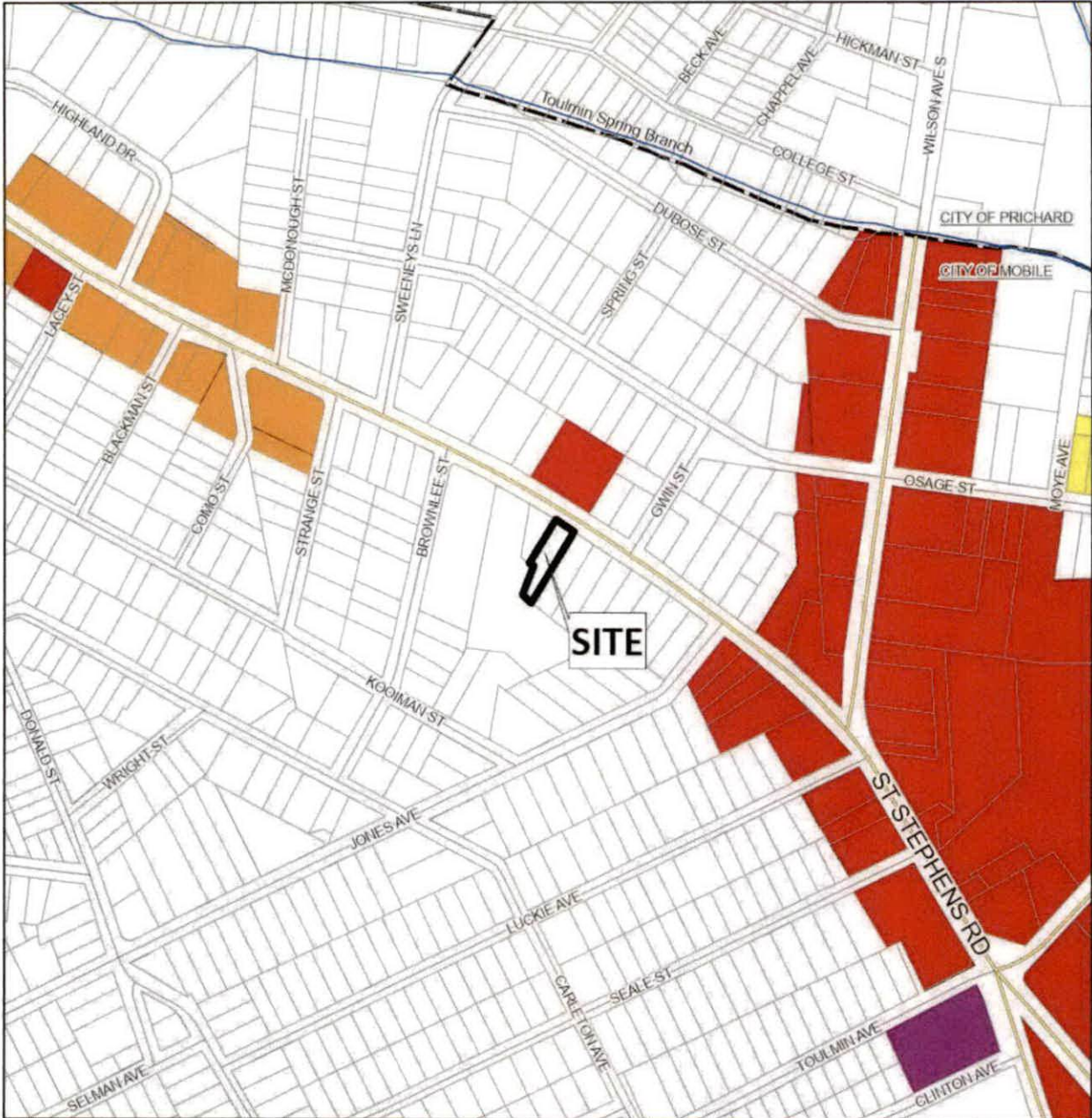
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-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



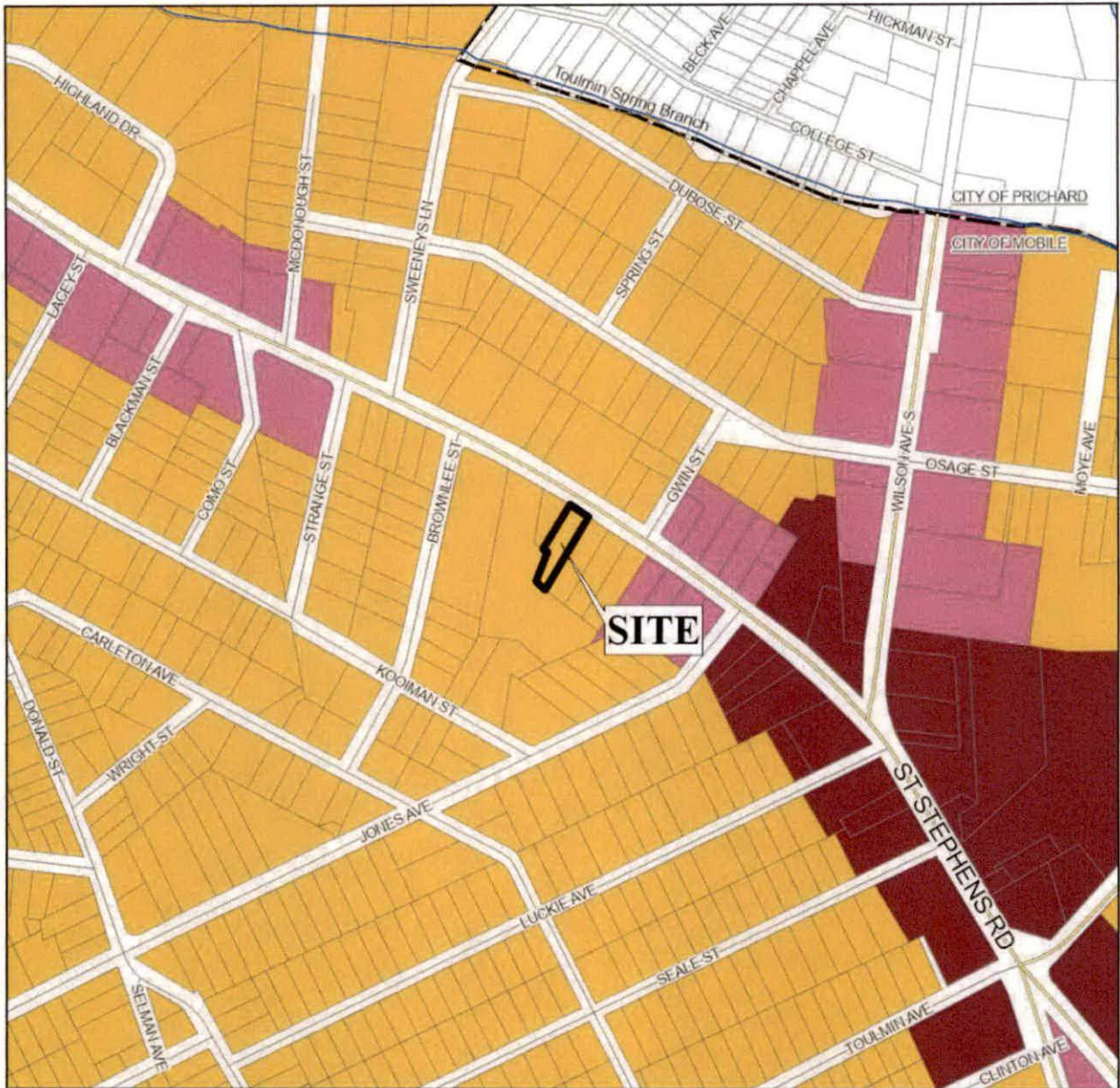
APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

REQUEST Rezoning from R-1 to B-2



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

REQUEST Rezoning from R-1 to B-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 residential units. An auto repair shop lies north of the site.

APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

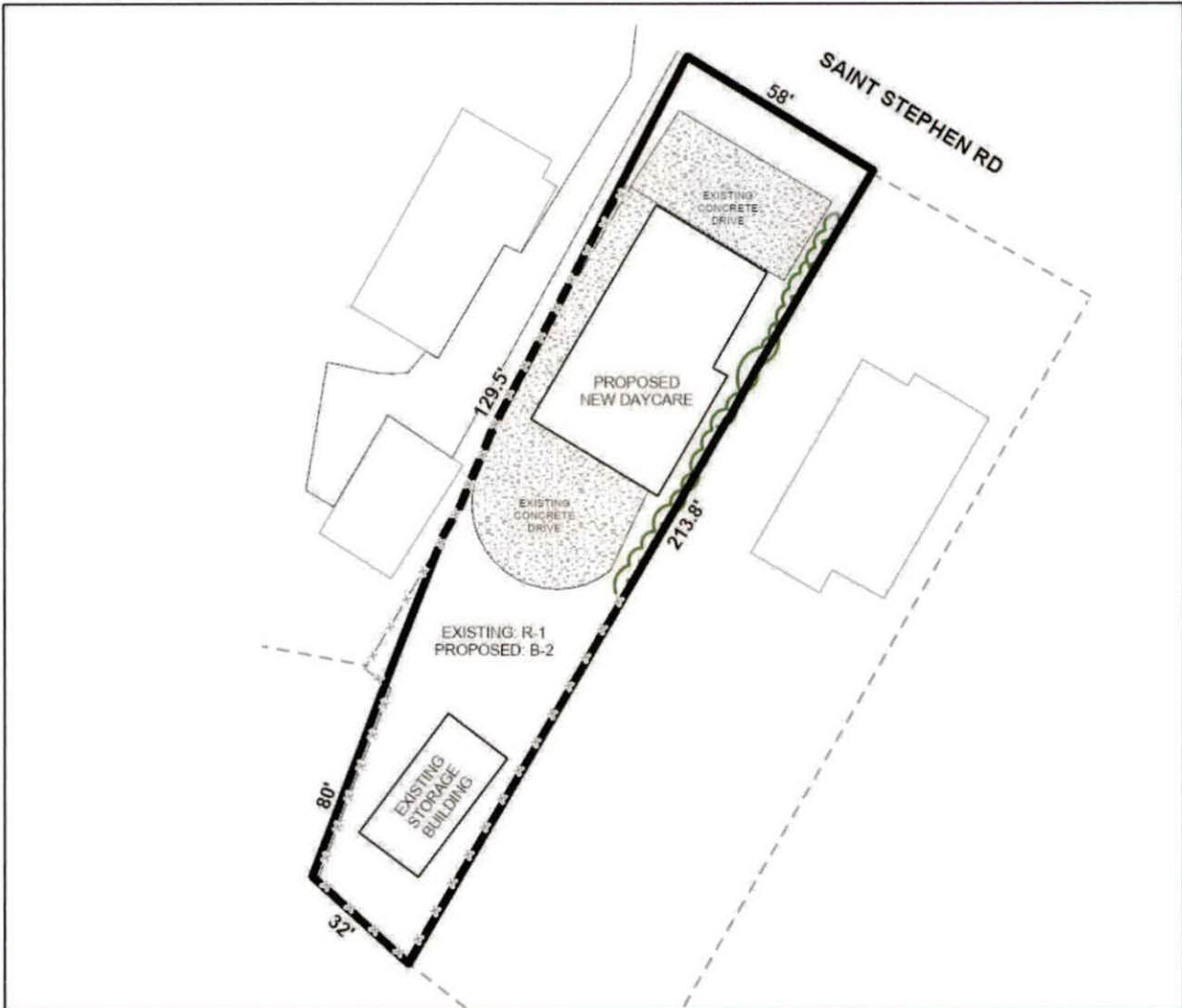
REQUEST Rezoning from R-1 to B-2

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	



NTS

SITE PLAN



The site plan illustrates the existing structure, proposed building, existing concrete drive, and proposed zoning change.

APPLICATION NUMBER	10	DATE	March 20, 2025
APPLICANT	Angie Agee		
REQUEST	Rezoning from R-1 to B-2		



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 (WDWRU)
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 DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, April 30, 2025 3:21:05 PM

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: Leida Javier-Ferrell

Date To Address Council: 2025-05-13

Address: 260 Azalea Rd

Email: drljavier@comcast.net

Phone: 251-553-2995

Subject And Specific Questions: The Continental Commissary Kitchen- Nonprofit food business shared kitchen incubator- Information and request for funding and support

Pertain To City Business: The first year the Continental Commissary Kitchen has served 41 small, mostly underserved and minority owned community businesses. Without this workforce and economic development project of the Hispanic American Business Association of the Gulf Coast, there would be no place to start small food businesses. The CCK is positioning and ready to become the first disaster and emergency kitchen on the Gulf. Funding is necessary to sustain the business incubator and prepare to be ready to respond to feeding first responders and others, as necessary. This is crucial as part of the preparedness and resiliency plans of Mobile.

Signature: Leida Javier-Ferrell, PhD

Signature Verify: X

Agree: X

Date Submitted: 2025-04-30 15:20:58

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



Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Date Tue 4/29/2025 10:38 AM

To City Clerk <cityclerk@cityofmobile.org>

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

Name: Derek Boulware

Date To Address Council: 2025-05-13

Address: 107 St. Francis Street Mobile, AL 36602

Email: a.staples@hfal.org

Phone: 2512880188

Subject And Specific Questions: 11th Annual Project Homeless Connect-

Pertain To City Business: HOPE for All Gulf Coast would like to formally announce and invite community members, officials and those in need of vital resources and assistance to attend on Thursday, May 15 from 9am-2pm at the Grounds in Mobile.

Signature: Derek Boulware

Signature Verify: X

Agree: X

Date Submitted: 2025-04-29 10:38:07

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

RESOLUTION

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

Adopted:

City Clerk

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.

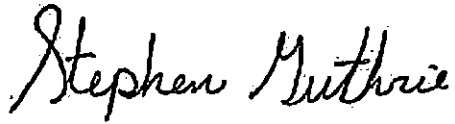
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

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;
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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;
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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.

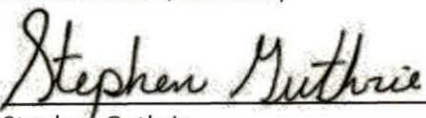
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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

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

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

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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

NOTES: MEASURED BEARINGS BASED ON GRID NORTH, ALABAMA STATE PLAT AS DERIVED FROM GPS OBSERVATIONS USING THE OPUS UTILITY (20100909117), CONVERGENCE ANGLE: (-0°19'18.56")

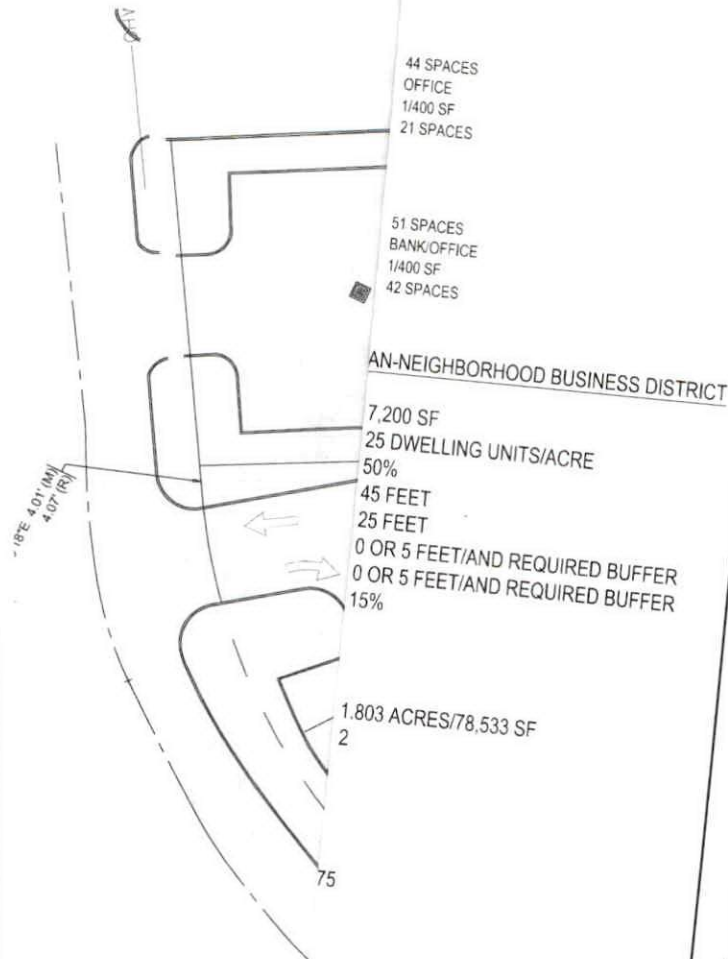
COORDINATES SHOWN ARE GROUND, EXPRESSED IN US SURVEY FOOTING. GRID COORDINATE VALUES OF (N:250559.4910 E:1770292.2150) FOR IRON ROD SET. VALUES FOR CONTROL POINT 1 ARE ALABAMA STATE DETERMINED BY GPS OBSERVATIONS USING THE OPUS UTILITY (20100909117), CONVERGENCE ANGLE: (-0°19'18.56")

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
205.344.7079



A NEW BANK FOR BRYANT BANK
FOR BRYANT BANK
3680 DAUPHIN ST.
MOBILE, AL

REV.	DATE	BY	DESCRIPTION

PROJECT NUMBER	2035
DRAWN BY	CDT
CHECKED BY	TEL
ISSUE DATE	2-14-25

	2-14-25
--	---------

SHEET FILE	SITE PLAN
SHEET NUMBER	C-1.0

FILED PRINTED BY: CHARLES TIBBER, 2/20/2025 11:22:14 AM, 11/10/2025 Bryant Bank 3682 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:

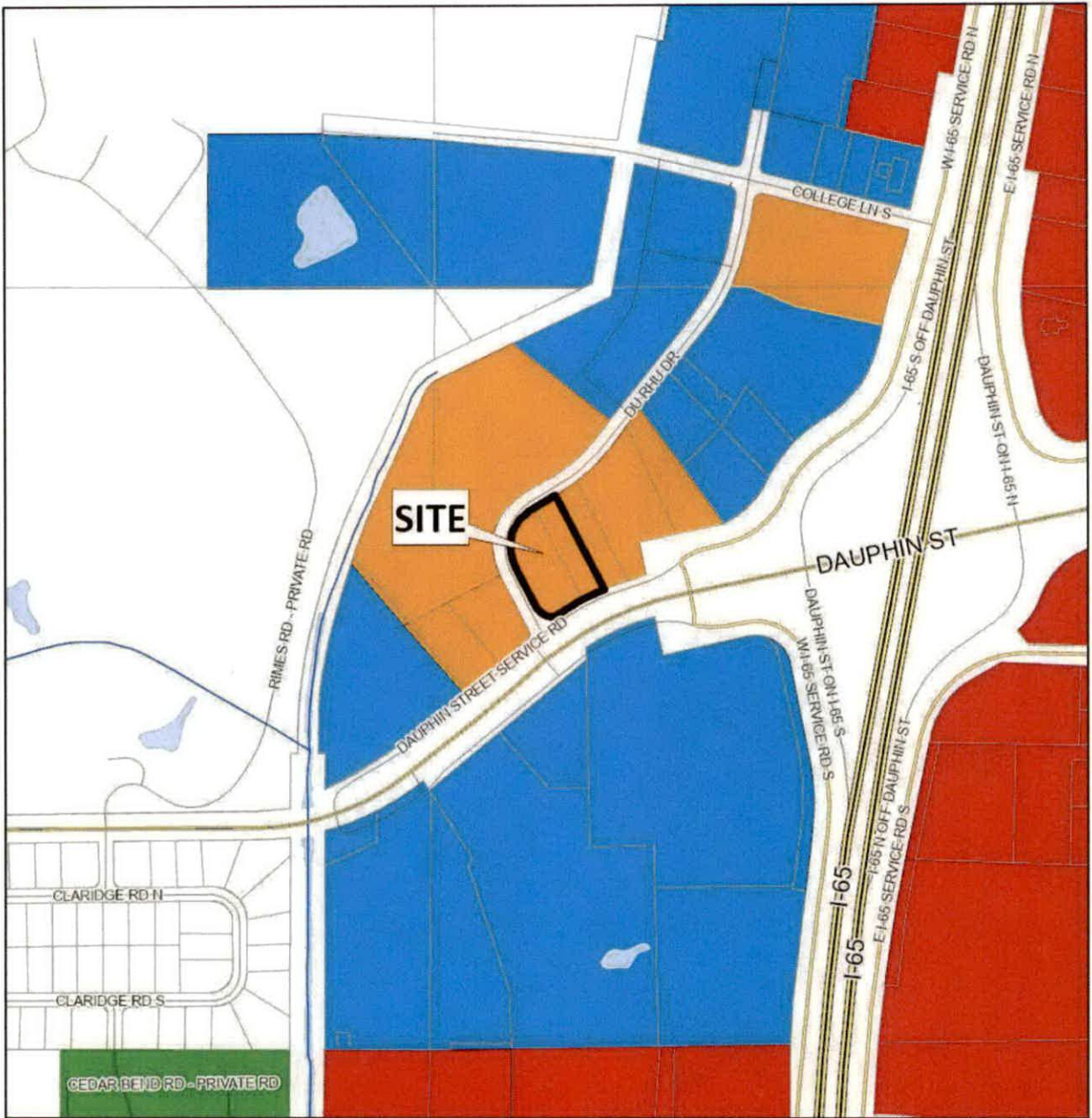
If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following Findings of Fact must apply:

- 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.

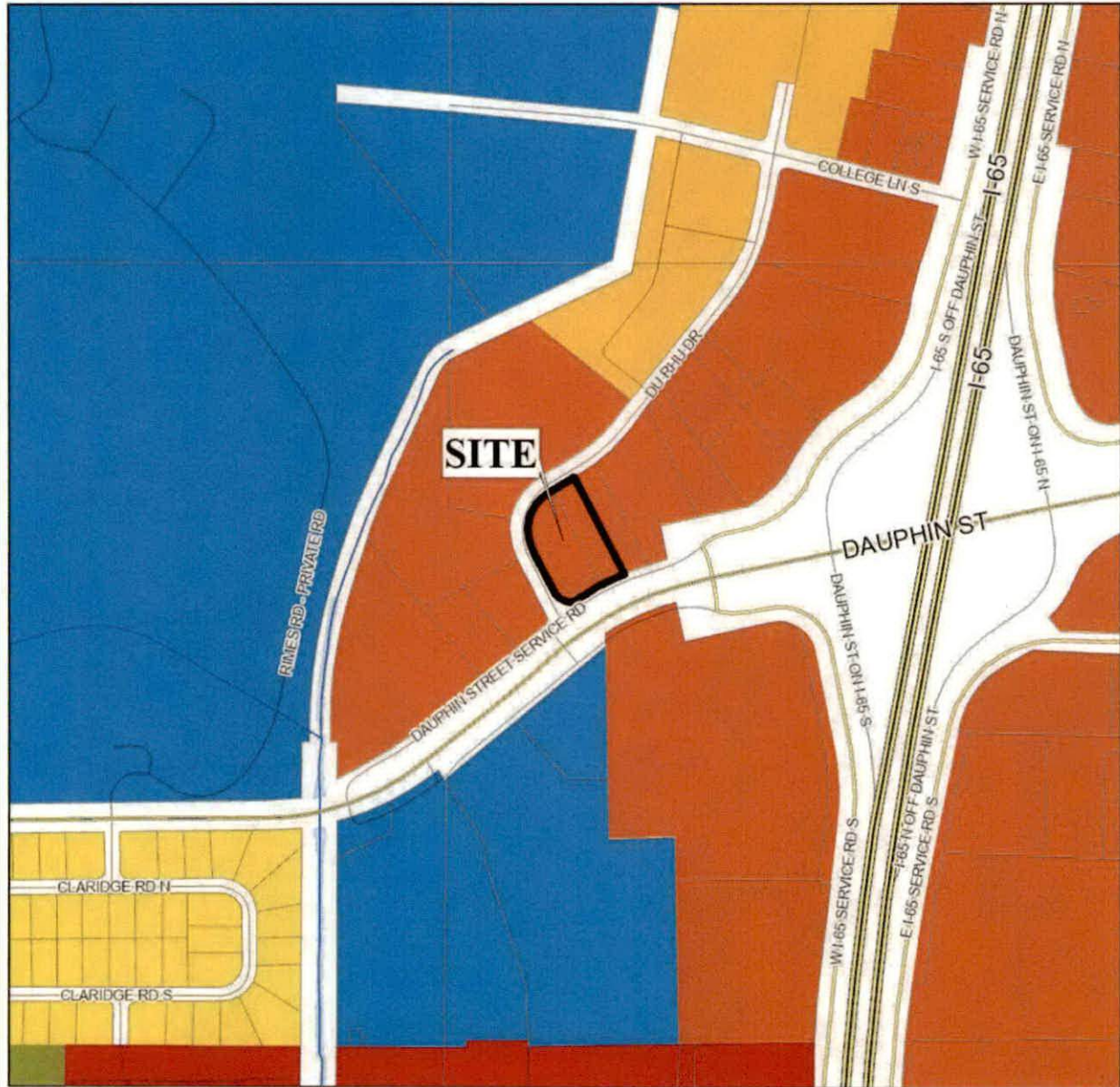
LOCATOR ZONING MAP



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

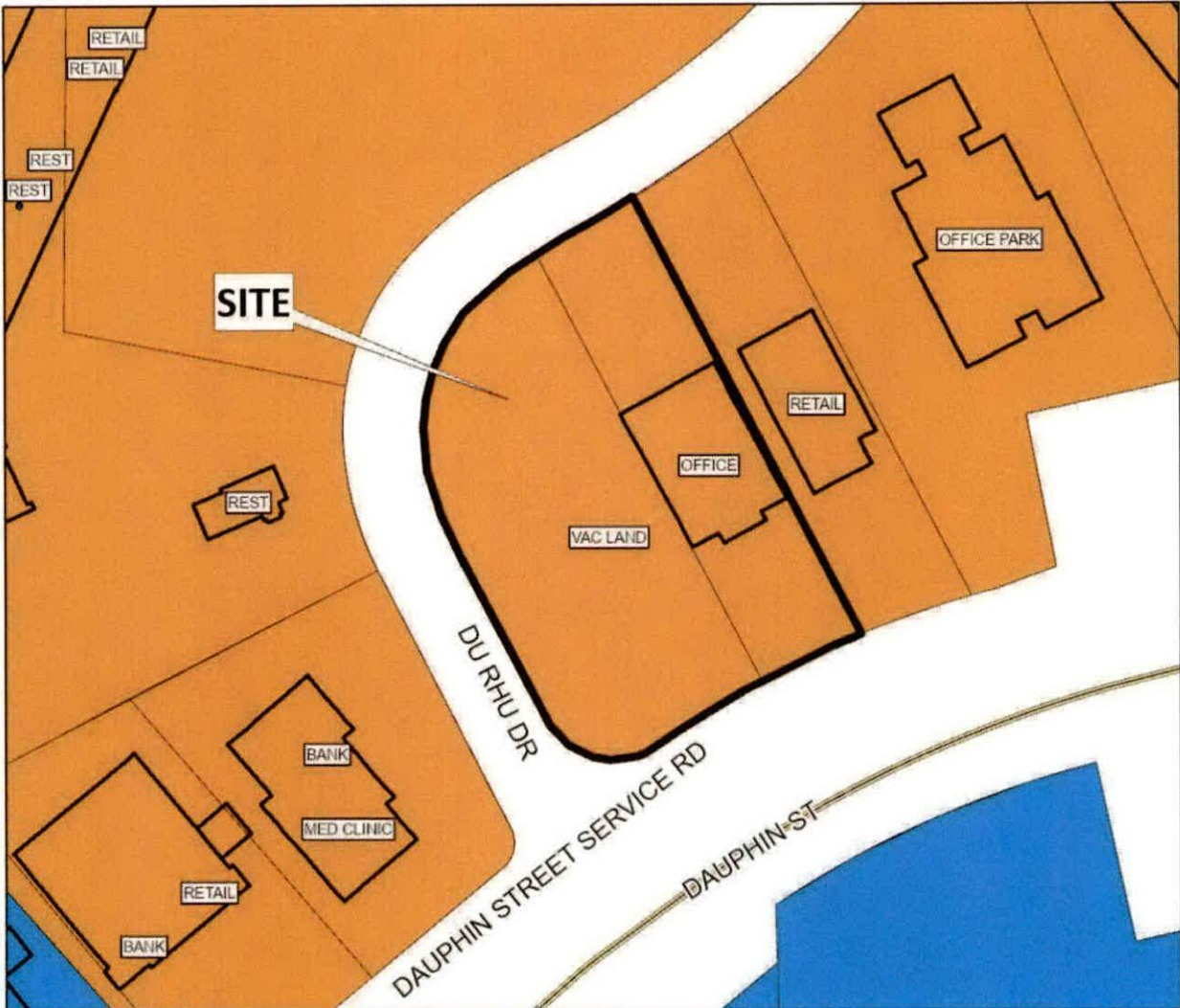
APPLICANT Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates

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



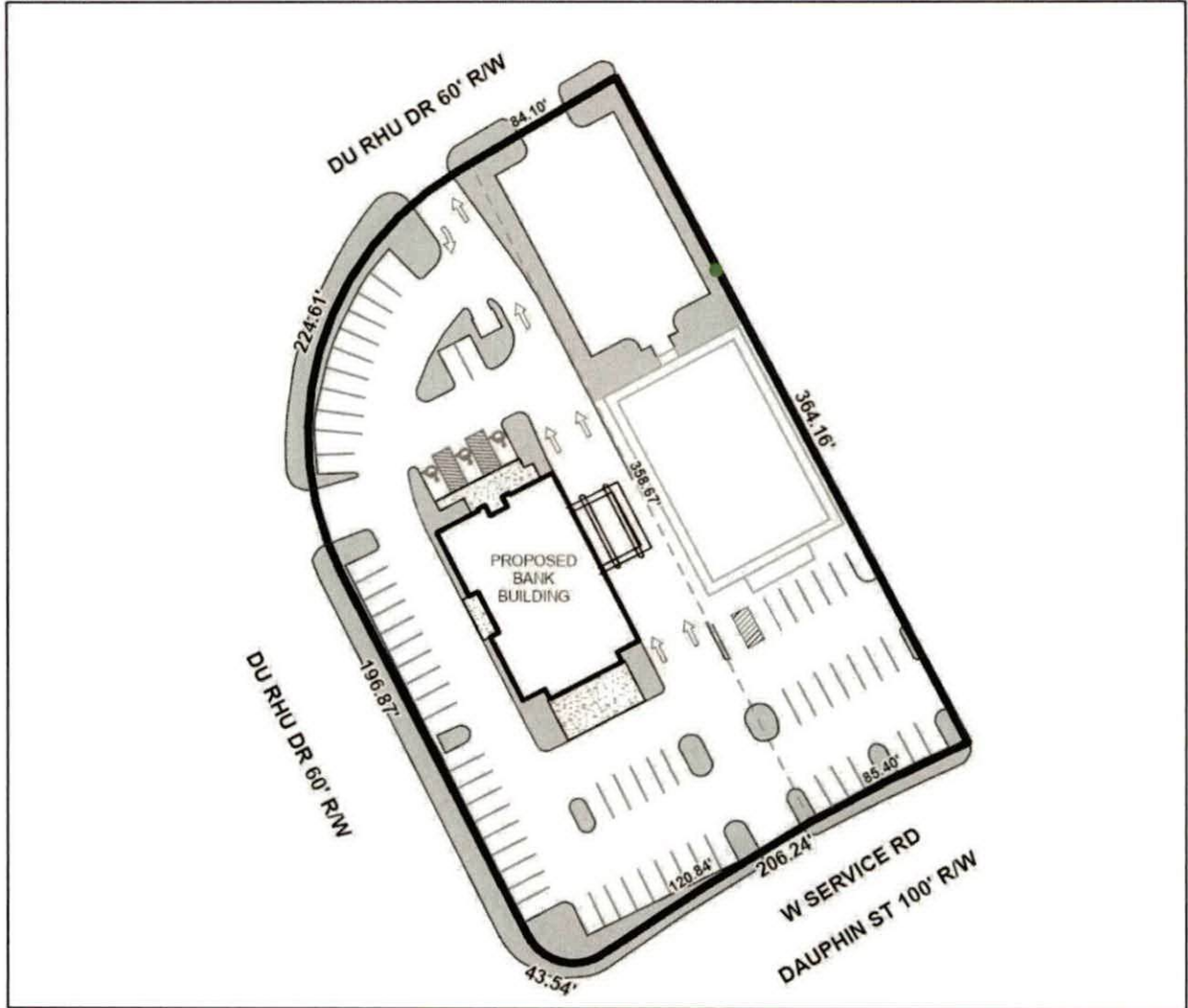
The site is surrounded by commercial units.

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.

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 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:

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, 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).

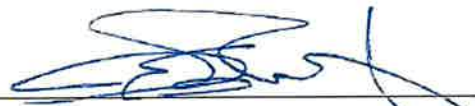
A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications 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 13, 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:

Lana Gauthier

Lana Gauthier

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 13, 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:

Lana Gauthier

Lana Gauthier

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 153 of 1284

Page _____ of _____

Page 154 of 1284

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 \$ N/B	
SCHILLINGER ROAD NORTH	Zeigler Boulevard	1900 Schillinger Road North
	Price for one (1) mowing, trimming, and edging \$ N/B	
SCHILLINGER ROAD SOUTH	Hitt Road	3130 Schillinger
	Price for one (1) mowing, trimming, and edging \$ N/B	
SOLLIE ROAD	Airport Boulevard	South of Oakbriar Subdivision
	Price for one (1) mowing, trimming, and edging \$ N/B	
YORKHAVEN ROAD	7991 Yorkhaven Road	Schillinger
	Price for one (1) mowing, trimming, and edging \$ N/B	
LAVERNE DRIVE EAST	Laverne Drive East	Laverne Drive North
	Price for one (1) mowing, trimming, and edging \$ N/B	
CHING LYNCH ROAD	Ching Dairy Road	Dead-end
	Price for one (1) mowing, trimming, and edging \$ N/B	
MEADOW LANE	Kings Branch Drive South	Monarch Circle
	Price for one (1) mowing, trimming, and edging \$ N/B	
KING MARK DRIVE	Kings Gate Drive West	Dead-end
	Price for one (1) mowing, trimming, and edging \$ N/B	
SELESTE DRIVE	Rose Ching Drive	Haley Drive
	Price for one (1) mowing, trimming, and edging \$ N/B	
HEATHER COURT	Remington Estates Drive	Dead-end
	Price for one (1) mowing, trimming, and edging \$ N/B	

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, consisting of a stylized 'J' and 'P'.

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

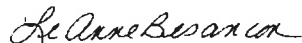
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

CANCELLATION

City of Mobile 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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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.

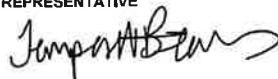
The Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate.

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

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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 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	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)

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

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

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 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

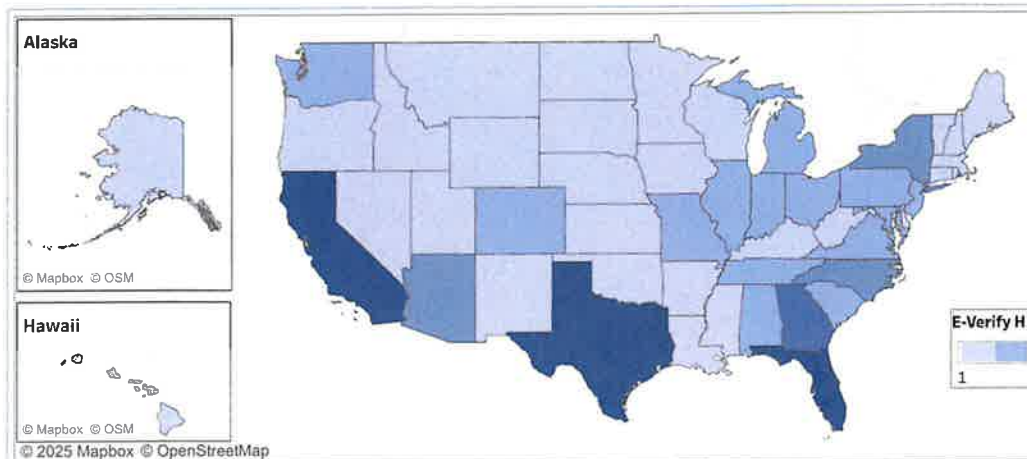
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO Box 1827 Mobile AL 36633-1827	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



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](#)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2024

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 Pyron Coastal Insurance 1703 Old Mobile Ave Pascagoula MS 39567	CONTACT NAME: Leanne Vice PHONE: (228) 762-0557 FAX: (228) 205-4932 EMAIL: leanne@pyroncoastal.com INSURER(S) AFFORDING COVERAGE INSURER A: Benchmark Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED B&B Landscaping Services 806 Lakeview Dr Pascagoula, Ms 39567 Pascagoula MS 39567	NAIC # 041394

COVERAGES**CERTIFICATE NUMBER:**

CL2410917104

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.

TYPE OF INSURANCE	INS	WVS	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS
☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR A GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ SUBJECT ☐ LOC OTHER: ☐			CPP02060	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 PREMISES (Each occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ \$
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						PER ACCIDENT SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) DESCRIPTION OF OPERATIONS below		N/A				STATUTE ☐ ERT ☐ 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)

If special wording is required:**CERTIFICATE HOLDER**

Name & Address of Certificate Holder

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



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 13, 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:

Lana Gauthier

Lana Gauthier

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 12/21/2028



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 #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. Richardson

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 Ante B. Mikhael

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.

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 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.

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	☒ 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 ☐ 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 ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE 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)

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.

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): 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
	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 ☐ 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)

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

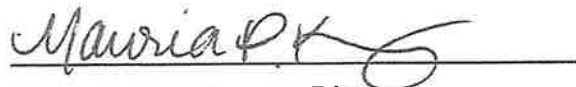
POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

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: (631) 242-5324 or business services: sos@albany.org

For technical assistance, see also: (2006) 353-3466 or e-mail: Publications@nrc.ca or Publications@nrc.ca

For login assistance please email subscriptions@alabamianet.org



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 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:

Lana Gauthier

Lana Gauthier

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.

Page _____ of _____

Page 269 of 1284

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) 243-5324 or business_services@sos.alabama.gov

For technical assistance please contact: (888) 353-3463 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.

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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	
	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 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 EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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/A	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 36623

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	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:

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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 ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒				BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
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)	☐	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

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PRODUCER NavSav Holdings, LLC 6250 Delaware Street Suite B Beaumont, TX 77706	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED Best Price Services 7057 FOREST GLENN COURT IRVINGTON, AL 36544	INSURER(S) AFFORDING COVERAGE		NAIC #
	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			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 ☐ PROJECT ☐ 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 ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE	\$
	DED ☐ RETENTION \$ ☐						AGGREGATE	\$
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	
			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							

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) 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 13, 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:

Lana Gauthier

Lana Gauthier

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.**

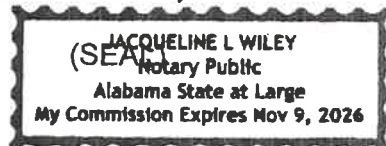
[Signature] It's [Signature] (title)

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 315 of 1284

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 [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 3 of 6 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 two (2) days of notification: YES <u>X</u> 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					

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By [Signature]

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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
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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

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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=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 \$		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 ☒ 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 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 PHONE (A/C, No, Ext): 850-476-3745 E-MAIL ADDRESS: mmoseley@rushinginsurance.com FAX (A/C, No): 850-497-6515
INSURED Butler Complete Services LLC 2808 Gaslight Lane East Mobile AL 36695	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company 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 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 ☐ 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 \$ \$
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	☒ 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

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Chad H. Lytle

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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 13, 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:

Lana Gauthier

Lana Gauthier

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)

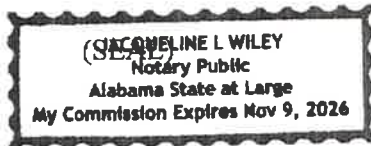
4/24/25 Date

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 _____

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						
	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 379 of 1284

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 FAX (A/C, No): (251) 725-9173 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 ☒ 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 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 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, 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 13, 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:

Lana Gauthier

Lana Gauthier

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: Yorkhaven Rd, Laverne Dr E, Ching Lynch Rd, Meadow Ln, King Mark Dr, Selest Dr, Heather Ct, Haley Dr, Monica Ct, Remington Pk Ct/Dr, Ching Dairy Rd. Brackett Dr. 1 year 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</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

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
IN ENCLOSED ENVELOPE

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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 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 425 of 1284

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

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 #

License#: 79250
HUGH360-01

INSURER A: FCCI Insurance Group

10178

INSURER B: The Sheffield Group, Inc.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Hughes 360 Service, LLC
203 North Florida Street
Mobile AL 36607

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 13, 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:

Lana Gauthier

Lana Gauthier

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
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 _____ [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

Do Not Return Via Email or Fax

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

CITY OF MOBILE

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: 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

This Bid must be received and opened by _____						
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. 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. 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 251-209-2293

Email Address NANCYSECOR@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 10 days of receipt of P.O.

Firm Name SECOR Enterprises, Inc

Firm Name _____
Signature Daniel N. Dees

Type or Print Name DAVID N. SECOR

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

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

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 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 <i>Test sheet</i>	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)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		☐ HIRED AUTOS					
☐ NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANYAUTO				OTHER THAN 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)					
		If yes, describe under SPECIAL PROVISIONS below					
		OTHER					

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

SECOR, DAVID N
1117 SAVANNAH DR

MOBILE, AL 36609

DATE ISSUED

12 05 2024

MO. DAY YR.

LICENSE YEAR

2024-2025

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 !!
Have Fun*

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 13, 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:

Lana Gauthier

Lana Gauthier

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
	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-ISRV 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	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
4/10/2025	5945	MOTOR POOL	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 _____

[illegible]

**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 competed order.

Page _____ of _____

Page 509 of 1284

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-ISRVR 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 13, 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:

Lana Gauthier

Lana Gauthier

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	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"	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 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 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
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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	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	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	290649				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 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 13, 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:

Lana Gauthier

Lana Gauthier

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
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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
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
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1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			4480.58
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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

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
 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
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
 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 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
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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
	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
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 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
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Page 5

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
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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.			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
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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
009	Carpet Disposal ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644	118.00 EACH	1.35000	159.30
1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			159.30
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				

010	Installation of LVT	700.00 EACH	2.88000	2016.00
1	2000.80.00.0000.0000.0000.0000.48010.			

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 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
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

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
	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
 ARCHITECTURAL ENGINEERING
 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
--	---

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
1	2000.80.00.0000.0000.0000.0000.48010. E C0999 .CONSTRUCTN.			106.08

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

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
 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 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
 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

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
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***** 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
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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](#) 

Contact us

Have questions about a contract or cooperative purchasing?

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Login to unlock more contract features.

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Password

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Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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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 13, 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:

Lana Gauthier

Lana Gauthier

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



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 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:

Lana Gauthier
Lana Gauthier

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.

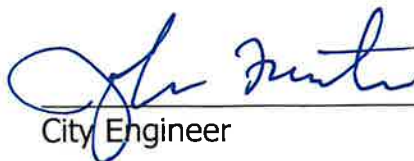
dated January 30, 2024 is required because of the following:

- 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 Thales AL 36590

J.M.
Secretary
Josh M'Elhenney
Print

Business Address PO Box 1409 Thales AL 36590

J.M.
Treasurer
Josh M'Elhenney
Print

Business Address PO Box 1409 Thales AL 36590

(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**.

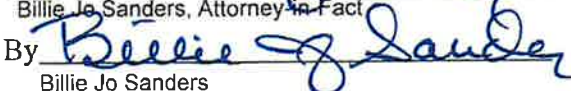
The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this 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.cnasurety.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 Oblige, 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 McElhenney
(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____.

In the presence of:

Individual Principals sign here

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: 
(Signature)
Josh McElhenney
(Print)

ITS: President
(Title)

ATTEST:


(Signature)
Robert M. McDonough (Print)
ITS: P.M.
(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.



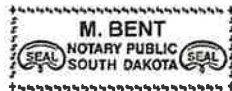
WESTERN SURETY COMPANY

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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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
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 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:	☒	☒	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 - COM/PROP AGG \$ 2,000,000 EBL Aggregate \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
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	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	☒	☒	XL52002325	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 ☐ 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			IMP4001354-00	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

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:				
INSURED		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A INSURER B INSURER C INSURER D INSURER E INSURER F				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
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 ☐ LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES - Per occurrence MED EXP - Any one person PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP OR AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ NO POINTED AUTOS ONLY					COMBINED SINGLE LIMIT BODILY INJURY - Per person BODILY INJURY - Per accident PROPERTY DAMAGE - Per accident PROPERTY DAMAGE - Per person
	UMBRELLA LIAB EXCESS LIAB COOP CLAIMS-MADE CDD RETENTION					EACH OCCURRENCE AGGREGATE PER ACCIDENT PER EMPLOYEE PER DISEASE - PER EMPLOYEE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY AN PROPRIETOR PARTNER EOOD, THE OFFICER MEMBERS' COVENANT (Mandatory in NH) WITH EMPLOYER'S COVENANT DESCRIPTION OF OPERATIONS below	Y/N				PER ACCIDENT PER EMPLOYEE PER DISEASE - PER EMPLOYEE
DESCRIPTION OF OPERATIONS, LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required) Project Name: Project Number: 2020-0005-00 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			

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)

[Signature] (Signature) *[Signature]* (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: Archivedoc33@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
Page 2 of 5
Subcontractor/Supplier Plan rev. 7/25/2021



Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

906,795.21

Date: 12/20/2023

Description	Amount	Date
City of Mobile Annual Storm Drain Maintenance		

Admission is free!

[illegible]



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McElhenney Construction Company, LLC Phone: 251-973-0030 Email: drew@mcElhenneyConst.com
 Contact Person: Drew Wincham

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 uncontactable pricing if it prevented you from getting out of scope 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

or
P.O. Box 1948
Mobile, AL 36633

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

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

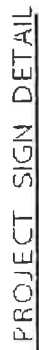
The Contractor shall execute the following requirements as follows:

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



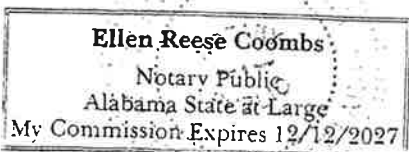
STATE OF ALABAMA)

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)



[Signature]
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.

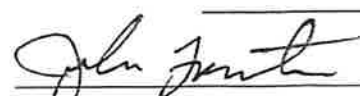
dated January 30, 2024 is required because of the following:

- 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 handwritten signature in blue ink, appearing to read 'John Forrester', is written over the typed name.

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 ☒ PROJECT ☐ 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 signature[Signature]
Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 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:

Lana Gauthier

Lana Gauthier

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 to Consider the Proposed Rezoning
of Property Located at 2415 Saint Stephens Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 8, 2025**, a public hearing will be held on the **13th** day of **May**, 2025, at 10:30 a.m., to consider adoption of an ordinance for consider the proposed rezoning of property located at 2415 Saint Stephens Road from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban District.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Cory Penn

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:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8 IN BLOCK 1 OF JONES SUBDIVISION ACCORDING TO MAP THEREOF RECORDED IN DEED BOOK 156 N.S., PAGE 362, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 2 FEET EASTWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 8 AND IS ON THE SOUTH LINE OF ST. STEPHENS ROAD AND RUNNING THENCE SOUTHWARDLY AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 ALONG A FENCE 129.5 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 40 MINUTES, 11 FEET TO A POINT; THENCE SOUTHWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 80 DEGREES 80 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE LEFT 74 DEGREES 38 MINUTES AND ALONG ANOTHER FENCE 32 FEET TO A POINT ON THE SOUTHWARD PROLONGATION OF THE EAST LINE OF SAID LOT 8 IN BLOCK 1, THENCE NORTHWARDLY ALONG SAID SOUTHWARD PROLONGATION 51.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, AND CONTINUING NORTHWARDLY ALONG THE EAST LINE OF LOT 8 BLOCK 1, 159.8 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, 58 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED.

The classification of said property is hereby changed from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban 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 a B-2, Neighborhood Business Urban 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 a B-2, Neighborhood Business Urban 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 other 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 13th day of May, 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 16th day of April, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2415 Saint Stephens Road.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Urban District, to B-2, Neighborhood Business Urban 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 B-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 B-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 other 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 Cory Penn

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:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 8 IN BLOCK 1 OF JONES SUBDIVISION ACCORDING TO MAP THEREOF RECORDED IN DEED BOOK 156 N.S., PAGE 362, PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, WHICH POINT IS 2 FEET EASTWARDLY FROM THE NORTHWEST CORNER OF SAID LOT 8 AND IS ON THE SOUTH LINE OF ST. STEPHENS ROAD AND RUNNING THENCE SOUTHWARDLY AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8 ALONG A FENCE 129.5 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 90 DEGREES 40 MINUTES, 11 FEET TO A POINT; THENCE SOUTHWARDLY WITH A DEFLECTION ANGLE TO THE RIGHT OF 80 DEGREES 80 FEET TO A POINT; THENCE EASTWARDLY WITH A DEFLECTION ANGLE TO THE LEFT 74 DEGREES 38 MINUTES AND ALONG ANOTHER FENCE 32 FEET TO A POINT ON THE SOUTHWARD PROLONGATION OF THE EAST LINE OF SAID LOT 8 IN BLOCK 1, THENCE NORTHWARDLY ALONG SAID SOUTHWARD PROLONGATION 51.5 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, AND CONTINUING NORTHWARDLY ALONG THE EAST LINE OF LOT 8 BLOCK 1, 159.8 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, 58 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED.

The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District**, to **B-2, Neighborhood Business Urban 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 a **B-2, Neighborhood Business Urban 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

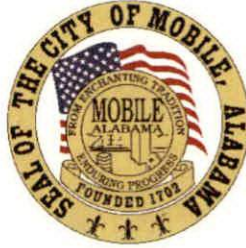
requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Urban District**, until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 2. Full compliance with all other 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

**Angie Agee
2415 Saint Stephens Road
Council District 1
Cory Penn**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

March 31, 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 **Angie Agee** for a change in zoning from **R-1, Single-Family Residential Urban District**, to **B-2, Neighborhood Business Urban District**, for the property located at **2415 Saint Stephens Road**.

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 21, 2025

Angela Agee
3057 Heather Street
Mobile, Alabama 36607

Re: 2415 Saint Stephens Road
ZON-UDC-003183-2024
Angie Agee
District 1
Rezoning from Single-Family Residential Urban District (R-1) to Neighborhood Business Urban District (B-2).

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 that the following criteria prevail to support Rezoning of the property to **B-2, Neighborhood Business Urban District**:

- A) 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.
- B) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- C) Capacity. The infrastructure is in place to accommodate the proposed amendment; Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.

As such, the Planning Commission voted to recommend approval of Rezoning the property to **B-2, Neighborhood Business Urban District**, subject to the following conditions:

- 1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
- 2. Full compliance with all other municipal codes and ordinances.

ZON-UDC-003183-2024 2415 Saint Stephens Road
March 21, 2025

The advertising fee for this application is based on the current legal description is **\$356.06**. 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

Angie Agee
2415 Saint Stephens Road
Mobile, AL 36617

Remarks for staff comments:

Engineering:

The right of way will not be disturbed, and everything will remain the same (the physical condition of the land).

Traffic:

The parking for the site is spacious enough for five vehicles in the front and the driveway to the back of the site is for handicap and teacher parking, there is no need for a two-way traffic. The traffic will not be on site all at one time.

Urban Forestry:

Not planning on removing any trees, trees are a very good source of shade.

Fire Department:

The Mobile Fire and Rescue Department in Toulminville is two minutes away from the site,

Planning:

The surveyor James Rodquirez is a professional surveyor and there will be a total of five teachers, the total square footage of the building is 2044, the curve cut is located in the front of the site, the entire front from property line to property line. The parking is more than enough to allow parking in the front of the site and the back of the site. I am not planning on planting any trees on the site. The site has a privacy fence around the back and sides of the property, and on the front left there are hedges with concrete poles that travels to the back to the privacy fence and on the right side there are hedges planted already.

I will do what is needed to obtain the rezoning.

Thanks

Angie Agee
(252) 382-3330
angieagee@yahoo.com



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:	Angela Agee	N/A
Firm:	N/A	N/A
Phone:	(251) 382-3330	N/A
Email:	angelaagee@yahoo.com	N/A
Address:	3057 Heather St. Mobile, AL	N/A

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:	Angela Agee	
Firm:	N/A	
Phone:	(251) 382-3330	
Email:	angleagee@yahoo.com	
Address:	2415 Saint Stephens Rd., Mobile, AL 36617	

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

2415 Saint Stephens Rd., Mobile, AL 36617	2124 square ft.
Property Address	Property Area (acres or square feet)
290244001548	
Parcel Number(s) or Key Number(s)	
Residential (R-1)	Commercial (B-2)
Present Zoning or Transect District	Proposed Zoning or Transect District (If applicable)

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

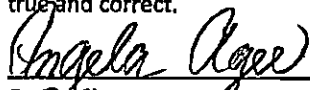
This requirement applies to any of the following applications:

- 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

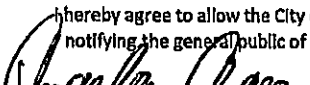
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information 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.

	<u>2/17/2025</u>
Owner Signature	Date
	<u>2/17/2025</u>
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.

	<u>2/17/2025</u>
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



City of Mobile • Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 2/17/2025

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):

Rezoning

Neighborhood Meeting Date: 2/13/2025

Neighborhood Meeting Time: 6:00 pm

Neighborhood Meeting Location: 2451 St. Stephens Rd.

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

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

☒ Additional documents (Describe: FLUM, Zoning District Maps
Pictures of the property)

Applicant's Name: Angela Agee
(First Name & Last Name)

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

x Angela Agee Date: 2/17/2025

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.

Page 1 of 1

Notice of Neighborhood Meeting February 4, 2025

Dear Property Owner:

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application that **Angela Agee** will be submitting to the Mobile City Planning Commission:

- (1) Zoning change to rezone the property at 2415 Saint Stephens Road from Single-Family Residential Suburban District (R-1) to Neighborhood Business (B-2).

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

Date: February 13, 2025

Time: 6:00 pm

**Location: Amity Missionary Baptist Church
2451 Saint Stephens Road
Mobile, AL 36617**

You are receiving this notice because your property is located within 300 feet of **2415 Saint Stephens Road, Mobile, AL. 36617** in compliance with the notification requirements of Article 5 of the Neighborhood Meeting to learn more about the above-reference application, ask questions, and present your views.

Sincerely,

Angela Agee
2415 Saint Stephens Rd.
Mobile, AL 36617
angieagee@yahoo.com

Neighborhood Meeting

Date: 2/13/2025

Time: 6:00 pm

Location of Neighborhood Meeting: _____

2451 St. Stephens Rd.

Project Location: 2415 St. Stephens Rd.

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

Rezoning from R-1 to B-2

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

x Angela Ager Date: 2/13/2025

Please Sign In:

Name: Scuntonia Stokes Email: punk12@gmail.com

Address: 2461 Hawkes St. Phone: (346) 397-3802

Name: Calondria McMillian Email: shantellster1978@gmail.com

Address: 2553 Farnell Dr. Phone: (251) 298-4691

Name: Darrian Jackson Email: DeJackson1@gmail.com

Address: 2000 Morgan Hwy Dr. Phone: (251) 402-0130

Name: Knock-ester Email: joolie55@gmail.com

Address: 6330 Woodside Dr. N Phone: (251) 405-1314

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Agel

Meeting Location: 2451 St. Stephens Rd
Application(s): Angela Agel (Reserving)

Name: Tammy Roberts Email: T. Tammy@gmail.com
Address: 2800 Morgan Fair Va. Phone: 251 330-9949

Name: Erica Lester Email: EricaLester@gmail.com
Address: 1710 Myers Rd. 3/4 mile Phone: 251 313-9455

Name: Xavier McMillian Email: thatboyxav@gmail.com
Address: 2553 Tameel Ln. Phone: 251 376-8196

Name: Tasmine Roberts Email: Tasmine0412@gmail.com
Address: 1010 Baltimore St Phone: 251 366-0016

Name: Nicole Caulton Email: nicolecaulton@yahoo.com
Address: 1405 Andrick Rd. Phone: 251 366-1825

Name: Kia Garrett Email: Kiagarrett@gmail.com
Address: 321 Oak Drive Phone: 251 643-8591

Name: Patty Garrett Email: _____
Address: 321 Oak Drive Phone: 251 455-9331

Name: Tanglier Wallace Email: _____
Address: 321 Oak Drive Phone: 251-721-6851

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Rezoning

Name: La Angela Agee Email: Langelagee95@yahoo.com
Address: 3055 Heather St Phone: 251 382-4796

Name: Arteria Currelley Email: jamesterria@yahoo.com
Address: 2208 Warner St. Phone: (251) 716-2153

Name: Kirsty Gray Email: Kristobrown227@gmail.com
Address: 2671 Cheshire Dr. Phone: 251 625-9455

Name: Joshua Sowels Email: joshuasowels@gmail.com
Address: 959 S. Scott St Phone: (251) 735-7455

Name: LaTarja Stephens Email: latonjabrown40@gmail.com
Address: 4114 Yorkshire Ln Phone: 251 366-5824

Name: Brendelyn Caulton Email: BreCaulton@yahoo.com
Address: 1021 Shady Brook Phone: 251 366-2185

Name: Kiona Campbell Email: Kiona.Campbell@gmail.com
Address: 32 Brucewood Dr S Phone: 251-259-2006

Name: Moeshia Moore Email: moeshiamoore16@gmail.com
Address: 6128 Sperry Rd Phone: 251-767-2874

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Rezoning

Name: Nancy Williams Bennett Email: _____
Address: 952 West 1st Phone: 251-462-6385

Name: Kalyn Lee Email: _____
Address: 2414 Saint Stephens Rd. Phone: (251) 209-6810

Name: C. A. S. Email: Calvinquiner668@gmail.com
Address: 2419 Saint Stephens Rd. Phone: 251-391-8967

Name: Elizabeth Franklin Email: Franklinelizabeth138@gmail.com
Address: 2419 Saint Stephens Rd. Phone: 251-447-5520

Name: Courtney Thornton Email: thornton.courtney@icloud.com
Address: 1360 City rd. Phone: 251-615-7551

Name: Kelijane Allen Email: TTY30592@gmail.com
Address: 2404 Saint Stephens Rd. Phone: 251-392-2720

Name: Mike Sanders Email: MSanders1990@gmail.com
Address: 6419 St. Stern Rd. Phone: 251-421-9241

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
 Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd.
 Application(s): Reznoring

Name: Tangie Watson Email: _____
 Address: 1440 Congress St. Mobile Phone: (251) 470-1288

Name: Zelander Dawkins Email: 1xclawkins@gmail
 Address: 2417 St. Stephens Phone: (251) 489-5939

Name: Dennis Speed Email: _____
 Address: 309 New Jersey Phone: (251) 721-7416

Name: Shantae Fountain Email: _____
 Address: 2417 St. Stephens Rd. Phone: (251) 261-4348

Name: Enid Young Email: _____
 Address: Jones Ave. Phone: (251) 241-1806

Name: Prince Shamp Email: _____
 Address: 2419 St. Stephens Rd Phone: (251) 525-2009

Name: Tyneisha Dawkins Email: _____
 Address: 1105 Adams St. Phone: (251) 391-1161

Name: _____ Email: _____
 Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 2/13/25
Applicant: Angela Ayee

Meeting Location: 2451 St. Stephens Rd.
Application(s): Rezoning

Name: Carletta Hackworth Email: carlettahackworth@yahoo.com
Address: 760 Pine Run Rd. Phone: 470-844-7175

Name: Amanda Gardner Email: Gardamanda@gmail.com
Address: 3063rd Ave. Phone: 251-366-5775

Name: Metissa Leach Email: metissa.lewis@gmail.com
Address: 4260 Airport Blvd Apt 19 Phone: 251-980-2204

Name: Chetee Lewis Email: _____
Address: 2713 Elmore St Phone: 251-525-2166

Name: Servante Lewis Email: Pinelca518@icloud
Address: 2713 Elmore St Phone: 251-328-8411

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

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?
2/13/2025 ; 2457 St. Stephens Rd.
2. What information was presented at the meeting?
Letter about the meeting, zoning district map, floor map
The purpose of the meeting, site plan, Mobile County
Revenue Commission property line map, list of property
owners in the area, pictures of the property
3. What concerns were raised during the meeting?
Will the daycare provide care for children with special
need?
Will you do pick-up and drop-off to and from school?
What schools will you pick-up from?
4. Were any modifications made or considered in response to the concerns raised at the meeting?
Yes, the property is handicap accessible, all children
will be included in all activities.
Pick-up and drop-off will be made available with a fee.
Schools in the surrounding area along with the ones already
on my route.

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

Neighborhood Meeting Summary

Meeting Date: 2/13/2025

Meeting Time: 6:00pm

Meeting Location: 2451 St. Stephens Rd.
Amity Missionary Baptist Church

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

The meeting opened with a thank you for coming out once again 2/13/25. Mrs. Angela stated the purpose for the meeting was to have property at 2451 St. Stephens Rd. rezoned for a daycare, a quality daycare in the neighborhood, the benefits to supply working parents in this area and surrounding to have a quality, nurturing and safe place where children can learn on their own level.

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

Fliers

Photos of the property

Site plan

Property line map, FEMA map

Letter stating

Please attach copies of the distributed information to this summary.

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

There was refreshments: Public sub sandwiches, chips, sodas. and Mrs. Angel made valentine candy bags to give everyone. Everyone was onboard and is excited for a new business to come to this area (Daycare). Mr. Campbell asked a question about special need children in daycare, Mrs. Angel replied that all children will have a place at the daycare.

Neighborhood Meeting Summary

Date: 2/13/2025
Applicant: Angela Agee

Meeting Location: 2451 St. Stephens Rd
Application: Rezoning

(Meeting summary, continued)

Mrs. Campbell had her two children they received
a valentine gift.

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

The Neighborhood Meeting ended at the following time: 7:30pm

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

x Angela Agee

Date: 2/13/2025

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|--|--|
| ☒ Planning Commission Application

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).
 It will improve the community by having a quality childcare program and grow revenue in the city.

	Commerical
Future Land Use Map (FLUM) Designation	Requested Zoning

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

3. Describe how this proposal promotes the community's health, safety, and welfare.
 It will by maintaining a clean and safe physical environment by inspecting inside and outside area of the property. Establishing a clear emergency evacuation plan, by following the guidelines for the city. To provide a quality childcare program in the community
 By having an afterschool program that will support social, emotional, cognitive and academic development, serving healthy meals, provide a safe place to learn and play

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
 By bringing in a new business to the community, this would allow the working families with children to remain in the community.
 They are expanding the street in front of the building and redoing the sidewalks.

CHECKLIST B

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 By bringing in a new business to the community, this would allow the working families with children to remain in the community.
 They are expanding the street in front of the building and redoing the sidewalks.

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.

New seafood restaurant opening soon, Rodger's Barbeque, Payless Glass repair, elementary, middle and high school. Grocery stores, gas stations, Dollar General Store, Homes and Apartments, Churches.

2. Describe the surrounding land uses.

Neighborhoods, schools, stores, gas stations, Businesses and Churches

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

It will not be an impact on the neighbors.

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

The property has five large room, two full bathrooms all the rooms are fully lighted with widows

The property is handicap accessible, enough space for age-appropriate classrooms, large yard for two playgrounds that is fenced-in, Large kitchen with ventilation

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.

provide a safe space for children to learn and to socialize with others, enable parents to work and contribute to the economy

offer support network among families, promote early childhood development and create a more cohesive

community by exposing children to diverse backgrounds and experiences.

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

Encourage revitalization of businesses: Sage Health, Computer World, Beauty Supply, Payless Glass, Fire Station and Family Dollar

Metro PCS, LeFlore High school football stadium and the transit system.

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|--|--|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

The proposal will improve the community by having a quality childcare program and grow revenue in the city.

Future Land Use Map (FLUM) Designation

Commerical (B-2)

Requested Zoning

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

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

It will by maintaining a clean, secured and a safe environment. Establishing a clear emergency plan, by following the guidelines for the city. To provide a quality childcare program and after school program in the community that will support social, emotional, cognitive and physical development of each child, serving healthy meals and providing a safe place to learn and play.

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

By bringing a childcare program to the community allows for working families with children in the community to remain in the community for their childcare needs. The businesses in the area will have their child/children close to their place of employment, the street in front of the building is being expanded and the sidewalks are being redone, the beautification of the property and the security cameras around the property add safety to the surrounding area.

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Revised February 2023

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.

New seafood Restaurant opening soon, businesses that exist already Payless glass repair, Rodger's barbeque Big Head Potato, Piggly Wiggly grocery store, Dollar General, Apartments homes, houses, schools: high school, middle school, elementary school, parks, churches, fire stations, McDonalds, the city is redoling the sidewalks and putting new roads in the area.

2. Describe the surrounding land uses.

Apartments, houses, businesses, retail stores, schools, churches, restaurants, gas stations, police precinct, sage health, park.

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

There will not be an adverse impact on the neighbors.

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

The property has five large rooms enough space for age-appropriate classrooms, two full bathrooms that is handicap accessible, an office, a large kitchen, a large pantry, a large utility room, and the property is handicap accessible. The property has a large yard for two playgrounds that is fenced-in, enough parking for ten families.

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.

By allowing parents from all backgrounds to work and support their families to help the economy grow, by supporting a child's healthy early learning development and by creating a more cohesive community by exposing children to diverse backgrounds and experiences.

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

Encourage revitalization of businesses: Sage Health, Computer World, Beauty Supply Payless glass, Fire Station, Dollar General, Family Dollar, Metro PCS, LeFlore High School football stadium and the transit system.

Eddie O'Neal
2405 Saint Stephens Rd.
Mobile, AL 36617

Willie Moore
5733 Deerwood Dr., South
Mobile, AL 36618

Arthur Smoots
2457 Osage St.
Mobile, AL 36617

Katherine Reed
2014 Banberry Dr.
Hoover, AL 35244

Hampton
557 Gwin St.
Mobile, AL 36610

Novella Horton
2455 Osage St.
Mobile, AL 36617

O. Simpson
2377 Chapel Hill Dr.
Mobile, AL 36695

Ann Bogan
2102 N. Downing St.
Mobile, AL 36617

Genie Stephens
2453 Osage St.
Mobile, AL 36617

Bay Point
411 Hackensack Av. St. 200
Hackensack, NJ 7601

Maggie Coleman
2402 Saint Stephens Rd,
Mobile, AL 36617

Ida Mitchell
2368 Saint Stephens Rd,
Mobile, AL 36617

Yvette Dawkins
2417 Saint Stephens Rd,
Mobile, AL 36617

Eddie Tucker
2410 Saint Stephens Rd,
Mobile, AL 36617

Cynthia Carter
29510 Acorn Knoll Dr.
Daphne, AL 36526

A. Williams
5909 Central St.
Kansas City, MO 64113

Vernon Young
2409 Oakleigh Dr.
Mobile, AL 36617

Mary Taylor
556 Gwin St.
Mobile, AL 36617

Bann Group
6709 Raymond Rd.
Madison, WI 53719

Gregory Robinson
2412 Saint Stephens Rd.
Mobile, AL 36617

Tommie Matthews
2415 Osage St.
Mobile, AL 36617

James Morrisette
316 N. Wasson Av.
Mobile, AL 36612

Alvin Hardin
2418 Saint Stephens Rd.
Mobile, AL 36617

Phylliss Burage
2403 Saint Stephens Rd.
Mobile, AL 36617

Stanley Arnold
1620 Abbeywood Dr.
Mobile, AL 36695

E3 & D Investment
1030 Saint Moritz Dr., West
Mobile, AL 36608

Mary Fox
1808 Jones Av.
Mobile, AL 36617

Reese Rogers
9654 Taylor Pointe CT.
Mobile, AL 36618

Herbert Wilson
1672 Johnston St.
Mobile, AL 36605

Shannon Nobles
5532 Lakewood Cir.
Saraland, AL 36571

Venita Young
1812 Jones St.
Mobile, AL 36617

Edward Mitchell
1850 Jones St.
Mobile, AL 36617

Talmadge Dowdlan
1856 Jones St.
Mobile, AL 36617

Marion Forrest
5916 Woodbine Av.
Philadelphia PA 19131

Joe Hill
856 Koolman St.
Mobile, AL 36617

Thompson
PO Box 480024
Linden, AL 36748

Stanley Scott
1821 Brownlee St.
Mobile, AL 36617

Desmond Simpson
1819 Brownlee St.
Mobile, AL 36617

Benjamin Torrance
1819 Brownlee St.
Mobile, AL 36617

Angela Agee
2415 Saint Stephens Rd.
Mobile, AL 36617



Agenda Item # 10
ZON-UDC-003183-2024

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

[**Applicant Materials for Consideration**](#)

DETAILS

Location:
2415 Saint Stephens Road

Applicant / Agent:
Angie Agee

Property Owner:
Angie Agee

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

Proposed Zoning:
B-2, Neighborhood Business Urban District

Future Land Use:
Mixed Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-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	5
Exhibits	6

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units. An auto repair shop lies north of the site.

APPLICATION NUMBER	10	DATE	March 20, 2025
APPLICANT	Angie Agee		
REQUEST	Rezoning from R-1 to B-2		
 NTS			

SITE HISTORY

The subject site was annexed into the City in 1945.

In July 1971 a Use Variance for an illegally converted office building was denied by the Board of Zoning Adjustment.

There have been no Planning Commission cases associated with the site.

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:

Traffic Engineering has concerns regarding the traffic flow and parking on the site. There doesn't appear to be any room on the property for vehicles to queue and the driveway to the back of the property doesn't meet the width requirements for two-way traffic. 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-sprinklered commercial buildings, within 600' of sprinklered 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 Urban District, to B-2, Neighborhood Business Urban District. A detailed description of the proposed request is available via the link on Page 1 of this report.

The site abuts properties to the East and West that are currently zoned R-1 and used as single-family dwellings. Adjacent to the South is R-1 zoning used as Multi-Family Residential, R-3, by variance. To the North, across St. Stephens Road, is B-3, Community Business Urban District zoning, used as auto repair.

The applicant proposes to operate a child daycare center on the subject site and states that the proposed use will: provide a safe space for children to learn and socialize with others; enable parents to work and contribute to the economy; offer support network among families; promote early childhood development; and create a more cohesive community by exposing children to diverse backgrounds and experiences.

The site plan provided with the rezoning application is lacking much of the information required for an accurate site plan review and is not based upon a survey by a registered professional surveyor or civil engineer. Furthermore, no legal description is provided, and the property boundaries do not appear compatible with those on the GIS database.

No information was provided concerning the proposed number of teaching stations or classrooms, or the total square footage of the building. No parking plan is provided. The site does not appear to have sufficient area between the building and the West side property line for a compliant one-way driveway to the rear, and much less for a compliant two-way driveway. No curb cut is indicated on the site plan. There is not sufficient area in the front of the building to provide compliant access and parking. No residential buffering, landscaping, or tree planting plans are provided. In short, the site does not appear to be a viable candidate for the proposed rezoning.

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:
 - The current development trends, if any, in the vicinity of the subject property;
 - Surrounding land uses;
 - Would adversely impact neighboring properties; or
 - Cause a loss in property values.
- 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 B-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



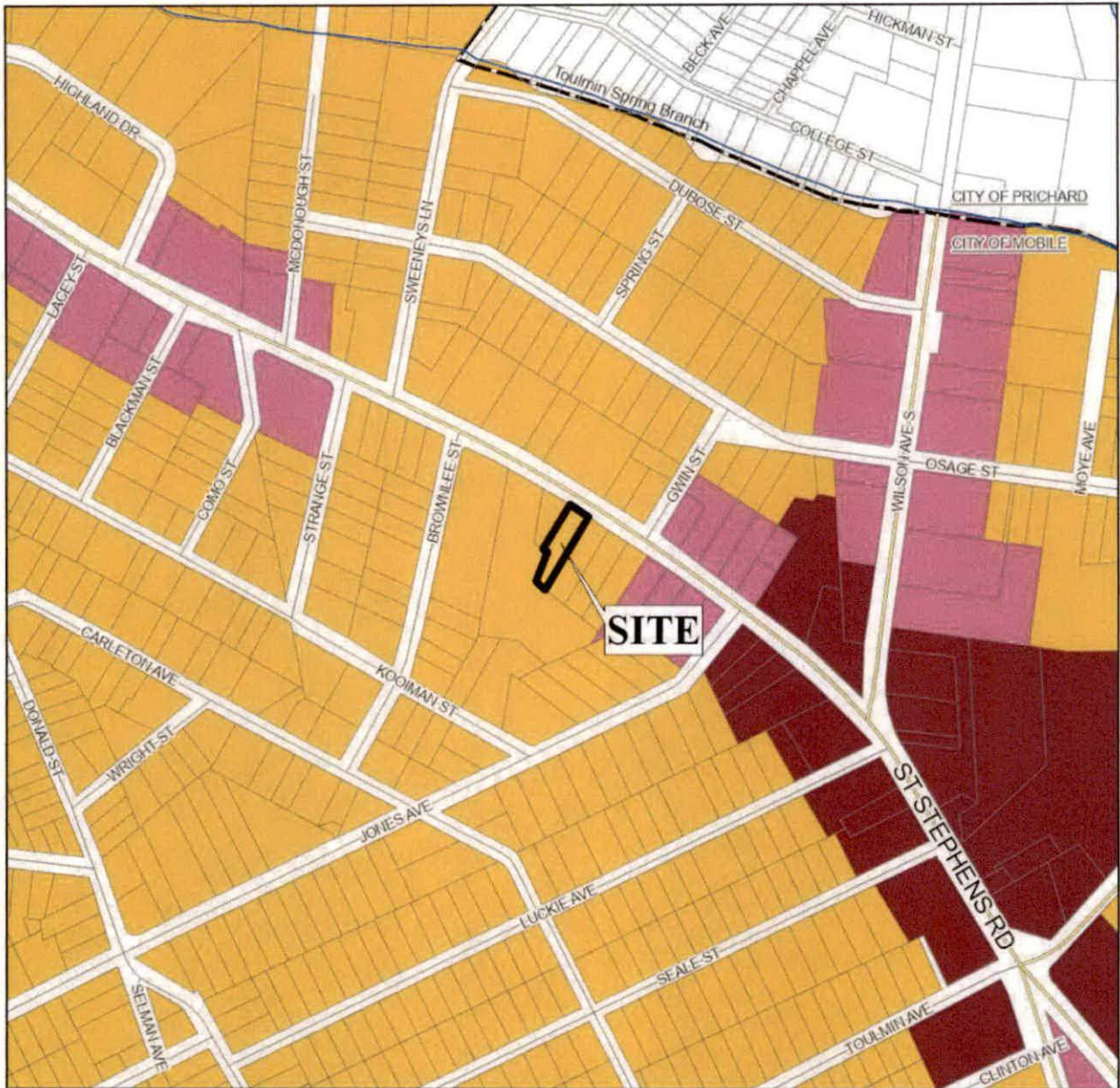
APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

REQUEST Rezoning from R-1 to B-2



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

REQUEST Rezoning from R-1 to B-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 residential units. An auto repair shop lies north of the site.

APPLICATION NUMBER 10 DATE March 20, 2025

APPLICANT Angie Agee

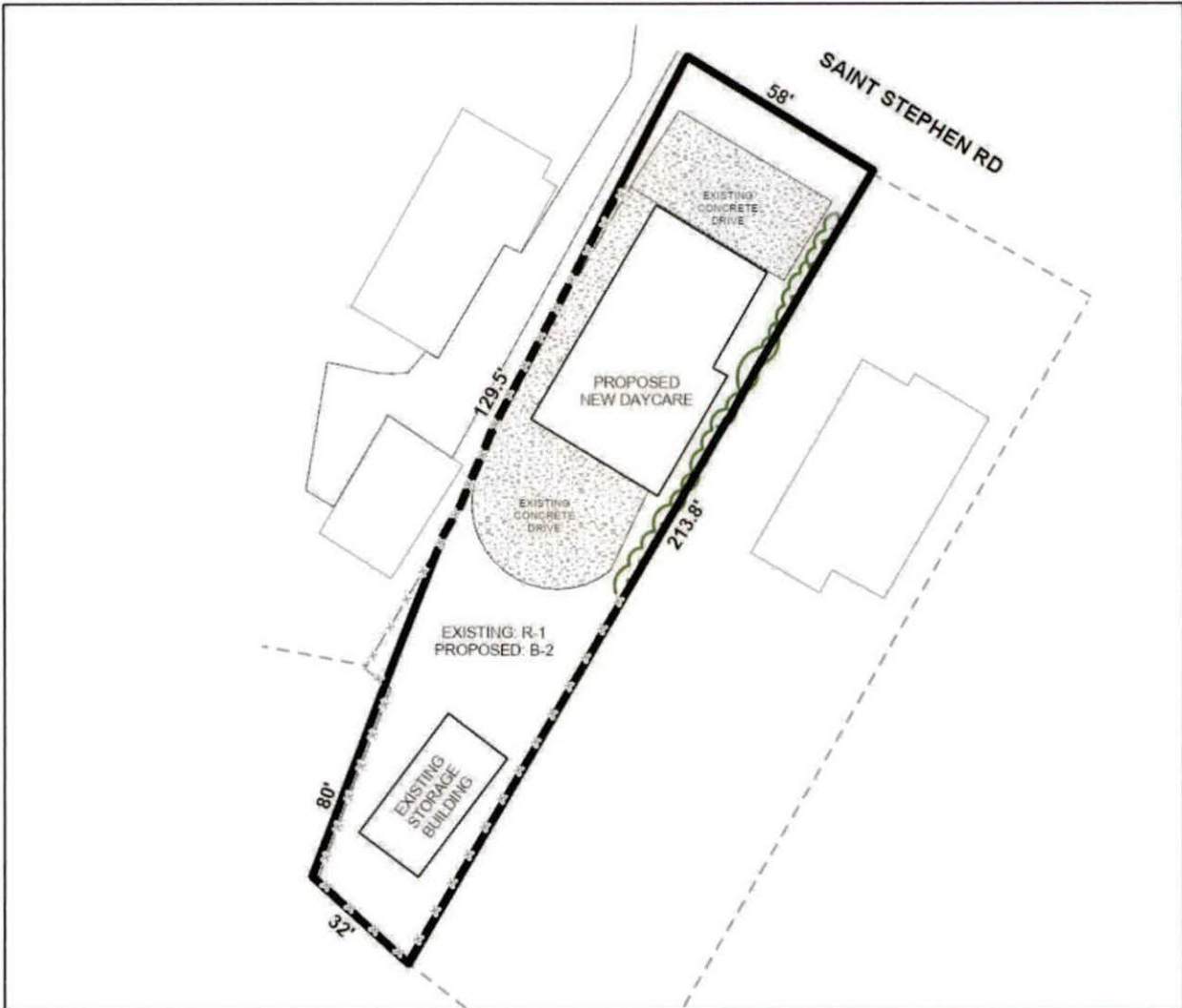
REQUEST Rezoning from R-1 to B-2

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	



NTS

SITE PLAN



The site plan illustrates the existing structure, proposed building, existing concrete drive, and proposed zoning change.

APPLICATION NUMBER	10	DATE	March 20, 2025
APPLICANT	Angie Agee		
REQUEST	Rezoning from R-1 to B-2		



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 (WDWRU)
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 DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

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: Gaious K, LLC

Location: Osaka Steakhouse
3827 Airport Boulevard
Mobile, AL 36608

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
04/29/2025	TRANSFER - OWNERSHIP	2025 - 5726	131497	5	May 13, 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

GAIOUS K LLC

Trade Name (DBA)

OSAKA STEAKHOUSE

Location Address

3827 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

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
04/29/2025	TRANSFER - OWNERSHIP	2025 - 5726	131497	5	May 13, 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

GAIIOUS K LLC

Trade Name (DBA)

OSAKA STEAKHOUSE

Location Address

3827 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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
04/29/2025	TRANSFER - OWNERSHIP	2025 - 5726	131497	5	May 13, 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

GAIOUS K LLC

Trade Name (DBA)

OSAKA STEAKHOUSE

Location Address

3827 AIRPORT BLVD

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
EUN C KIM	OWNER	NO		FLGAIOUS@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 01/01/2025

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 04/29/2025	Application Type TRANSFER - OWNERSHIP	Application Number 2025 - 5726	License Account # 131497	Council District 5	Council Agenda Date May 13, 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 GAIOUS K LLC			Trade Name (DBA) OSAKA STEAKHOUSE		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 11/27/2024	SOS Entity ID 001-164-493	State AL	County MOBILE
Federal Tax ID (FEIN) 33-2202828	Alabama State Sales Tax ID R012293497		Business Phone Number		
Physical Address (Street Address, Suite #) 3827 AIRPORT BLVD		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box) 3827 AIRPORT BLVD		City MOBILE	State AL	Zip Code 36608	
Primary Business Activity at the Location Explain (other) RESTAURANT			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information Name EUN C KIM		Title OWNER	POA NO	Phone	Email FLGAIOUS@GMAIL.COM
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name BSM GROUP LLC			Trade Name (DBA) OSAKA JAPANESE STEAKHOUSE		
ABC License Type 020 - RESTAURANT RETAIL LIQUOR		License Number 011795949	Any ABC Pending Actions NO		
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 SML PROPERTIES LLC			Property Owner Phone Number	Property Owner Email MATT@CUMMINGS ASSOC.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 3,000	Bldg Seating Capacity 100	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? 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					

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) KIM, EUN CHUL				Title OWNER		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) N/A				Title		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
	If Yes, Law Violation	Arresting Agency		Arrest Date		Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
	If Yes, Legal Business Name	Business DBA		Physical Location Address (Street, City, Zip Code)			
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

CERTIFICATION and SIGNATURE

K.B.C

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.

K.B.C

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.

K.B.C

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.

K.B.C

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.

K.B.C

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.

K.B.C

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.

K.B.C

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

EUNCHUL KIM

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

04/29/25

Title of Person Signing this Application

owner

Sworn to and subscribed before me this 29th 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 29, 2025



OSAKA STEAKHOUSE
3827 AIRPORT BOULEVARD
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 131497 TERRITORY 5

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>
2047950	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 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 advertng 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:

GAIIOUS K LLC

dba

OSAKA STEAKHOUSE

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

3827 AIRPORT BLVD

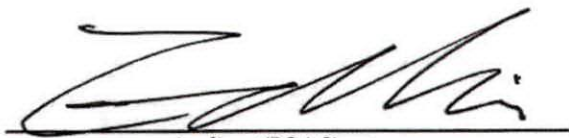
, Mobile, Alabama.

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 13, 2025

for application number **2025 - 5726**

- 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

R Shawn Skinner

Revenue Department Representative

Notice of Public Hearing



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

GAIOUS K LLC

Trade Name (DBA)

OSAKA STEAKHOUSE

Location Address

3827 AIRPORT BLVD

Zip Code

36608

Application Number

2025 - 5726

Notice Post Date @ Location

04/29/2025

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 13, 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


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
Confirmation Number: 20250416151517684



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
BSM GROUP LLC
Address: 3827 AIRPORT BLVD
MOBILE, AL 36608
Telephone: 251-343-2425

NEW APPLICANT:
GAIOUS K LLC
Address: 3827 AIRPORT BLVD
MOBILE, AL 36608
Telephone: 251-422-0232

Current License No: 011795949

LICENSED PREMISES ADDRESS: 3827 AIRPORT BLVD MOBILE, AL 36608

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 17th day of April, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name:

Title:

Bill Tan (member)

Print Name:

Title:

EUNCHUL KIM
owner

WITNESS: (By ABC Enforcement)

Revised 9/08



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250416151517684

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: County:

Type License:

State: County:

Trade Name: OSAKA STEAKHOUSE

Filing Fee:

Applicant: GAIIOUS K LLC

Transfer Fee: \$50.00

Location Address: 3827 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: 3827 AIRPORT BLVD MOBILE, AL 36608

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-164-493

Do you sell Draft Beer?:

Date Incorporated: 11/27/2024 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 11/27/2024

Federal Tax ID: 33-2202828

Alabama State Sales Tax ID: R012293497

Name:	Title:	Date and Place of Birth:	Residence Address:
EUNCHUL KIM	OWNER		

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: EUNCHUL KIM

Home Phone: 251-422-0232

Business Phone: 251-422-0232

Cell Phone:

Fax:

E-mail: FLGAIIOUS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: OSAKA JAPANESE STEAKHOUSE

Previous License Number(s)

Applicant: BSM GROUP LLC

License 1: 011795949

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250416151517684

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **SML PROPERTIES LLC 251-455-9844**
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: **3000** Display Square Footage:
Building seating capacity: **100** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **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: 20250416151517684

Initial each

K.E.C.
K.E.C.

K.E.C.

X

X

K.E.C.

K.E.C.

K.E.C.

K.E.C.

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

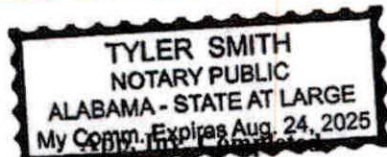
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): EUNCHUL KIM

Signature of Applicant: [Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20250416151517684**
Application Payment Confirmation Number: **108584186**

Payment Summary		
Payment Item		Fee
Transfer Fee for License 020		\$50.00
Total Amount to be Charged		\$50.00

Application Type

Application Type: **TRANSFER**

Applicant Information

License Type 1: **020 - RESTAURANT RETAIL LIQUOR**

License Type 2:

License County: **MOBILE**

Business Type: **LLC**

Trade Name: **OSAKA STEAKHOUSE**

Applicant Name: **GAIOUS K LLC**

Location Address: **3827 AIRPORT BLVD
MOBILE, AL 36608**

Mailing Address: **3827 AIRPORT BLVD
MOBILE, AL 36608**

Contact Person: **EUN-CHI II KIM**

Contact Home Phone:

Contact Business Phone:

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

Application Payment Receipt Confirmation Page**Receipt Confirmation Number: 20250416151517684****Application Payment Confirmation Number: 108584186**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

Application Information

Application Type: TRANSFER

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

[Continue](#)Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.9.9

FORM A

Name: Gaious K LLC

Business Name: Osaka Steakhouse

Business Location and Tax ID No.: _____

For Official Use Only

FORM A

Citizenship status confirmed by _____ Date _____

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☒ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Eun Chul Kim, (print name of undersigned)
the undersigned do hereby declare that I am a citizen of the United States of America.

Date 12-09-24



Declarant's Signature

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:

Gaious K 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): Eun Chul Kim

Street (no PO Boxes) address of registered office (must be located in Alabama):

*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	
001-164-493	DLL
Date	11/27/2024
Time	00:36:00
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 11 / 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 : 36 ☒ 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 / 27 / 2024
Date (MM/DD/YYYY)

Eun Chul Kim

Signature as required by 10A-5A-2.04

Organizer

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:

Gaious K LLC

This name reservation is for the exclusive use of Junghyeok Choi, 2550 Pleasant
Hill Rd STE 437, Duluth, GA 30096 for a period of one year beginning November
27, 2024 and expiring November 27, 2025



RES189210

**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 27, 2024

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

Additional Details

Organizers		
Organizer	Street Address	Mailing Address
Eun Chul Kim		

 IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GAIOUS K LLC
EUN CHUL KIM SOLE MBR
2550 PLEASANT HILL RD STE 437
DULUTH, GA 30096

Date of this notice: 12-03-2024

Employer Identification Number:
33-2202828

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-2202828. 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

GAIIOUS K LLC
3827 AIRPORT BLVD
MOBILE, AL 36608-1619

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012293497	12/15/2024	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED, SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Darick Coleman
Deputy Commissioner

**Community Risk Reduction Division
Mobile Fire Rescue Department**



2851 Old Shell Road
Mobile, AL 36607
(251) 208-7484

Inspections Performed by the Community Risk Reduction Division of Mobile
Fire and Rescue Department are Valid 365 Days from the Date Issued

Occupant Name:	OSAKA JAPANESE STEAKHOUSE	Inspection Date:	1/30/2025
Address:	3827 AIRPORT Boulevard	Inspection Type:	Life Safety
City:	Mobile	Inspected By:	LaFrance Carey
Suite:			
Insp. Result	Location	Code Set	Code
Pass	IFC 2021 SECTION 505 PREMISES IDENTIFICATION		505.1 - Address numeric size required to meet "Address Visibility Chart" for street address side of structure. All exterior doors of a multi-tenant structure shall identify the address of each tenant space. (see photo 1.1)
Pass	IFC 2021 SECTION 315 GENERAL STORAGE		315.3 - Combustible materials shall not be stored within 24" of ceiling height or 18" of sprinkler head. No storage allowed within 3' of any fire protection system. No combustible storage allowed in utility rooms or under stairways.
Pass	IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS		606.2 - Cooking that produces grease vapors shall not be allowed in a commercial business without correct fire protection and ventilation.
Pass	IFC 2021 SECTION 606 COMMERCIAL COOKING EQUIPMENT AND SYSTEMS		606.3 - Commercial cooking equipment is operating as intended, maintained, and clean from grease accumulation.
Pass	IFC 2021 SECTION 807 DECORATIVE MATERIALS AND ARTIFICIAL DECORATIVE VEGETATION IN NEW AND EXISTING BUILDINGS		807.2 - Combustible decorative materials limited 10% of ceiling/wall area.
Pass	IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS		906.1 - Extinguishers mounted in an accessible and visible location as required.
Pass	IFC 2021 SECTION 906 PORTABLE FIRE EXTINGUISHERS		906.4.2 - Class K portable fire extinguishers for deep fat fryers.
Pass	IFC 2021 SECTION 1003 GENERAL MEANS OF EGRESS		1003.6 - Obstructed means of egress.
Pass	IFC 2021 SECTION 1008 MEANS OF EGRESS ILLUMINATION		1008.2 - Emergency Lights - where required.
Pass	IFC 2021 SECTION 1013 EXIT SIGNS		1013.1 - Exits and exit access doors shall be marked by an approved exit sign with secondary emergency power source.

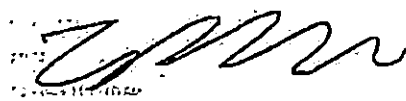
25. 1. 30. 오후 11:21

Tyler Technologies

Inspector Comments: Inspection ok for business license

Inspector LaFrance Carey 251-721-3448

**Company
Representative:**



Eunchul kim
1/30/2025

Inspector:



LaFrance Carey
1/30/2025

1.1 - 505.1.



Ref: 27672



MOBILE COUNTY HEALTH DEPARTMENT

FOOD SERVICE ESTABLISHMENT INSPECTION REPORT

ALABAMA DEPARTMENT OF PUBLIC HEALTH (251) 690-8176

93

SCORE

LEGAL NOTICE TO THE OWNER OR MANAGER: You are respectfully notified of such violations of the Alabama State Board of Health Rules for Food Establishment Sanitation as are indicated by circle in the Inspection Report. This report constitutes an official notice to comply with Chapter 420-3-22 of the aforesaid Rules within a period of _____ days. Failure to comply with this notice may result in cessation of food service food store operations. PRIORITY (*) AND PRIORITY FOUNDATION ITEMS REQUIRE IMMEDIATE ACTION.

ESTABLISHMENT NAME OSAKA JAPANESE STEAKHOUSE										OWNER OR MANAGER NAME GRANOUS K LLC									
ADDRESS 3827 AIRPORT BLVD MOBILE AL															ZIP CODE 36608				
PERMIT NUMBER			MONTH		DAY		YEAR		TIME IN			TIME OUT			TYPE OF INSPECTION				
028666			01		30		2025		1200						☒ 01. REGULAR ☐ 02. SPECIAL ☐ 03. TEMPORARY ☐ 04. CLOSE-OUT				
GRID			INSP #		PRIORITY CATEGORY		PERMITTED		SMOKE FREE			GREASETRAP LID SECURE			LEGAL NOTICE			NO. OF P/P/F ITEM	
0301			39		3		YES NO		☒ YES NO			YES NO N/A			YES ☒ NO ☒			0	

MANAGEMENT AND PERSONNEL

1*	Personnel with infections restricted, excluded. Hands clean, properly washed. Bare hand contact. Commissary used.	5
2	Assignment of Person in Charge. Approved course. Nails. Authorized personnel. Food/Beverage Handler Card.	4
3	No discharges from eyes, nose, mouth. No eating, drinking, tobacco use. Clean clothes; Hair restraints. Other.	2
4	Properly posted: permit, report, other.	1

FOOD

S/S EXP 1/2030

5*	Safe; Source; Not adulterated. Food separated, protected from contamination. Tasting. Returned, reservice of food. Disposition.	5
6*	Time/Temperature Control for Safety (TCS) food meets temperature requirements during receiving, cooking, hot holding, cooling. Pasteurized eggs used if required. Non-Continuous Cooking (NCC).	5
7*	TCS food meets temperature requirements during cold holding. Time as a public health control. Compliance with approved plan. Juice.	5
8	Condition, Segregation. Handling. Receiving frozen foods. Date marking. Required documentation: ROP, Variance, HACCP, NCC, other.	4
9	Methods: cooling, facilities, plant food cooking.	4
10	Consumer advisory. Juice warning: Allergen label. Shellstock tags. Records.	4
11	Properly labeled; Original container. Code date limits. C.O.C. requirements: Catfish; Seafood.	1
12	Approved procedures: thawing, cooking, other.	1
13	Food contamination prevented during storage, preparation, other.	1
14	In use, between use, food/ice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment; food contact surfaces (non-cooking); Cleaned; Sanitized. Sanitization: temperature, concentration, time.	5
16	Food contact surfaces: Cleanability; Clean to sight & touch. Food thermometers: provided, accurate. Warewashing facilities: designed, irreversible registering. Temperature indicator, and chemical test paper.	4
17	Cooking surfaces, non-food contact surfaces: clean. Frequency; Methods.	1
18	Food (ice), Non-food contact surfaces: equipment, constructed, cleanable, installed, located. Thermometers: cold and hot holding units.	1
19	Warewashing facilities: constructed, maintained, installed, located, operated. Thermometers: dish machine units.	1
20	Linens properly: stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths: clean, use limitations, stored.	1
22	Clean equipment, utensils: stored, handled, dried.	1
23	Single service articles: stored, dispensed, wrapped, use limitation.	1

WATER, PLUMBING, AND WASTE

24*	Water: source, quality. System: approved.	
25*	Sewage, grease disposal: system approved; Flushed.	
26*	Cross connection. Back siphonage; Backflow.	
27	Water pressure, capacity, sampling. Alternative water supply. Handwashing facilities: number, location, accessible, soap, towels/drying devices. Toilet tissue.	
28	Plumbing: fixtures, clean, designed, operated, maintained. Service sink provided. Handwashing signage. Toilet rooms constructed. Toilets: number, location. Other liquid wastes properly disposed.	
29	Refuse, recycling and recyclables. Outdoor/indoor storage area approved. Receptacles: provided, covered. Approved refuse disposal methods.	

PHYSICAL FACILITIES

30	Food contamination from cleaning equipment prevented.	4
31	Presence of insects, rodents, other pests. Animals prohibited.	4
32	Pests control methods approved, used. Pest control devices serviced as required. Non-toxic tracking powder.	1
33	Maintaining premises: free of litter and unnecessary items, harborage.	1
34	Floors, walls, ceiling, attached equipment: clean. Outer openings protected. Surface characteristics, indoor, outdoor: maintained. Cleaning frequency, dustless methods. Absorbent floor materials properly used.	1
35	Lighting; Ventilation: adequate. Ventilation system (filters): clean, operated. Lights shielded.	1
36	Dressing rooms provided. Employee designated areas properly located. Living/sleeping quarters separation.	1
37	Cleaning, maintenance tools properly stored.	1

POISONOUS OR TOXIC MATERIALS

38*	Toxic or poisonous items; Medicines; First aid materials: stored, labeled, used. Other personal care items: stored, labeled. Toxic or poisonous materials separation.	5
-----	---	---

INSPECTED BY:

Name: *Adrian Lust*

RECEIVED BY:

Name: *[Signature]*
Title:

REMARKS: *Mobile Fire Inspection Conducted 1/30/25. Passed*
Clean/Sanitized - Interior Surfaces - Ice Machine, Provide Scoops for Bulk Bins - Sugar, Flour
Clean Floor/Floor Mats - Service Area, Install/Replace Door Sweep @ Rear Door
Clean Vents - Restrooms/Service Area/Kitchen - Dusty
Install Additional Mobile Lighting - Women's Restroom
Discontinue Using Fabric/Absorbent Cloth - Pitchers/Utensils Stored - Surfaces Must Be
Non-Absorbent, Laminated & Drip Proof Items - Storage - Bulk Bins Labels & Expiry Dates



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

Lot 2 South China Subdivision
MBIT 122/65

Ownership Type

Company Name

The above described property is ☐ Owned ☐ Leased to/by Sophia chin

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 25 day of april 20 25

Notary Printed Name MATTHEW R. CUMMINGS	Notary Signature <i>Matthew R. Cummings</i>	My (Notary) Commission Expires 8-18-2025
--	--	---

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Sophia chin

SML PROPERTIES LLC

EUNCHUL KIM

Owner of Property (Signature)

Applicant Name (Signature)

Signed by:
Sophia Chin

[Signature]

Street Address

3827 Airport BLVD

City, State, Zip

Mobile, AL 36608

Date Agreement Signed

4/25/2025

Date Agreement Signed

04/25/2025

Revision Date 10.23.2023

| Application Property Ownership

My Place

City of Mobile ... GIS Data

[Search for New A...](#)

Information for Address: 3827 Airport Blvd

Parcel Owner / Mailing Address:

Sml Properites Llc
864 Briar Ct W
Mobile, Al 36609

Parcel Information:

Parcel: **R022807261000006.05 / 558104**

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S2W26

Census Tract:

003206

Zipcode:

36608

--- Public Services ---

Garbage Pickup:

(Tuesday West / Route F)

Trash Pickup:

(Wednesday South / 8-TD-5)

Fire District:

(Fire Station 22 Tapia)

Police Precinct/Beat:

(Precinct 2 Beat 21)

--- Political ---

City Council District:

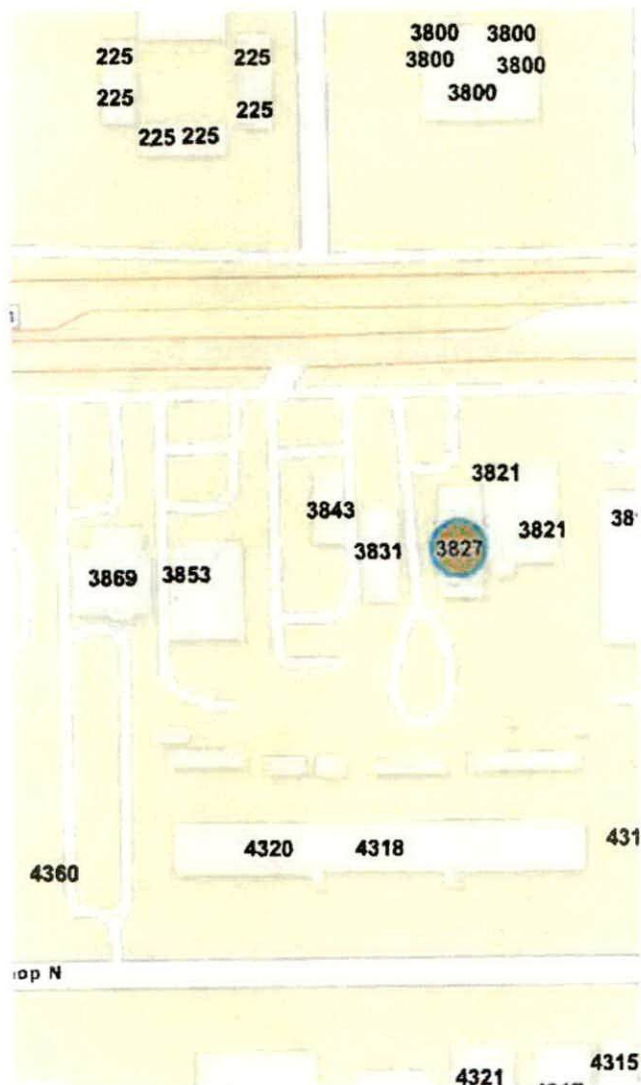
District: **(5)**

Joel Daves - (251) 208-7441

County Commissioner District:

District: **(2)**

State House District:



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

[Application Support](#)

Copyright: City of Mobile

Mobile County Property Search

Key Number: 558104 For Year 2024

Property Details

Account

Key Number: 558104
Legal Description: LOT 2 SOUTH CHINA SUBDIVISION MBK 122/65
Parcel Number: 280726100000605X
Type: Real
Property Class: 2

Location

Address: 3827 AIRPORT BLVD MOBILE, AL 36608

Owner

Name: SML PROPERITES LLC

Mailing Address: W

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$448,100
Land Value:	\$193,600
Appraised Value:	\$641,700
Taxable Value:	\$641,700
Assessed Value:	\$128,340

VALUES DISPLAYED ARE 2024 VALUES.

ASSIGNMENT OF LEASE

THIS AGREEMENT made the 9 day of January, 202~~4~~⁵, by and between SML PROPERTIES, LLC of Mobile, Alabama ("Lessor") and BSM GROUP, LLC, hereinafter called Assignor, and GAIIOUS K, LLC, of 1313 Schillinger Rd. S., Apt. 2205, Mobile, Alabama 36695, hereinafter called Assignee;

WHEREAS by Lease dated December 8, 2021, made between SML PROPERTIES, LLC, as Lessor, and Bill B. Tan, as Lessee, the space identified as 3827 Airport Boulevard, Mobile, Alabama 36608, was leased for a period of Sixty (60) equal months commencing December 1, 2022, subject to the covenants, conditions and stipulations contained in said lease, and assigned from Bill B. Tan, Assignor to BSM Group, LLC, Assignee by Lease Assignment dated May 17, 2022;

WHEREAS Lease Guaranty dated December 1, 2021, shall expire November 30, 2026;

WHEREAS Assignor and Assignee mutually agree that the effective date of this Assignment of Lease shall be January 1, 2025. Upon execution of this Assignment of Lease, Assignee shall remit a total of Nine Thousand Four Hundred and 00/100 Dollars (\$9,400.00) for the first month's rent and the remainder to be held as security deposit in the amount of Four Thousand Seven Hundred and 00/100 Dollars (\$4,700.00).

WHEREAS Assignor has brought current all rents and charges through the effective date of this Assignment of Lease and is not in default under any of the terms, covenants and conditions of the Lease Agreement. Assignor's security deposit in the amount of Four Thousand Seven Hundred and 00/100 Dollars (\$4,700.00) shall be transferred upon signing of this Agreement, and remitted to Cummings & Associates, Inc., as set forth in Section 46 of the Lease Agreement, as an assignment fee.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, the Assignor hereby assigns to Assignee all of their rights, title and interest in and to said lease and the premises described therein, for the unexpired term of said lease, subject to the payment of the aforesaid rent and the performance of the covenants, conditions and stipulations contained therein. The Assignee hereby covenants, during the continuance of said term, to pay the rents reserved, to perform the covenants, conditions and stipulations set forth in said lease to be performed by the Lessee therein, and to keep indemnified the Assignor against all

K.E.C

actions, claims and demands whatsoever, in respect to said rents, covenants, conditions and stipulations, or in any demands relating thereto. It is expressly understood by the Assignor that in the event of a default by Assignee, the Assignor shall not be relieved of liability to perform the terms of this lease.

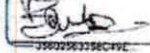
By virtue of the fact that the Assignor has caused the execution hereof, they do hereby appoint Cummings & Associates, Inc., P. O. Drawer 16227, Mobile, Alabama, 36616, as agent for Assignor. Assignee agrees to make all payments of rental to Assignor's agent.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

ASSIGNOR:

BSM GROUP, LLC

Signed by:



BY: Bill Tan

ITS: Owner

ASSIGNEE:

GAIOUS K, LLC

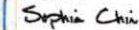
BY: 

ITS: owner

LESSOR:

SML PROPERTIES, LLC

Signed by:



BY: Sophia chin

ITS: Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ as _____ of BSM Group, LLC, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2024.5

(Seal)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Cynthia Kim as owner of Gaious K, LLC, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9 day of January, 2024.5

(Seal)

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ as _____ of SML Properties, LLC, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2024.5

(Seal)

NOTARY PUBLIC

My Commission Expires: _____

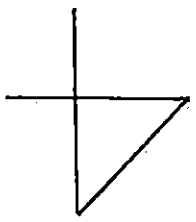
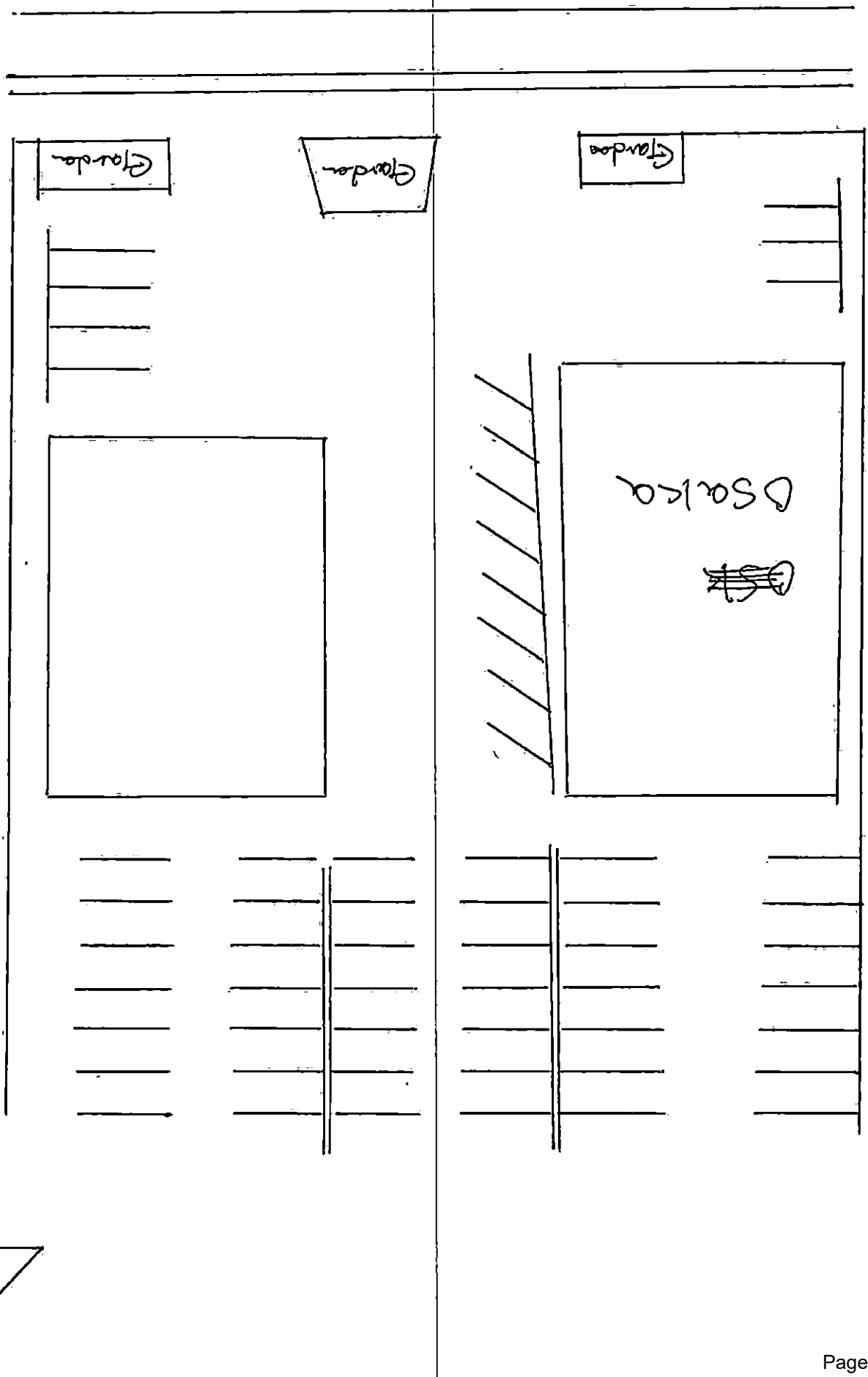


CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

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 GAROUS K. LLC				Trade Name (DBA) OSAKA Steakhouse			
Company Physical Address (Street Address, Suite #) 3827 Airport Blvd				City Mobile	State AL	Zip Code 36608	
Business Contact Person Information							
Name EUN CHUL KIM		Title owner	Phone 	Email E.Garous@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 3,000	Parking Provided 10+	Parking Required 10	Compliance Yes		Zoning B-3	Approved Yes	
Comments 							
Print Name Jackson Taylor		Signature Jackson Taylor			Date 4/30/2025		





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-145814-2024

Issue Date: 12/04/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022807261000006.05	3827 Airport Blvd	

Business Name	Issued To	Zoning Districts
Osaka Steakhouse	Name: Eun Chul Kim Company: Osaka Steakhouse Address: 3827 Airport Blvd MOBILE, AL 36608 Phone: (678) 250-9521	B-3, B-3

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: Jackson Taylor

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

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: Cajun Corner Huynh, LLC
Location: Cajun Corner Restaurant
7080 Airport Boulevard
Suite A
Mobile, AL 36608

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
03/14/2025	NEW APPLICATION	2025 - 5717	124493	7	May 13, 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

CAJUN CORNER HUYNH LLC

Trade Name (DBA)

CAJUN CORNER RESTAURANT

Location Address

7080 AIRPORT BLVD STE A

City, State, Zip Code

MOBILE AL 36608

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
03/14/2025	NEW APPLICATION	2025 - 5717	124493	7	May 13, 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

CAJUN CORNER HUYNH LLC

Trade Name (DBA)

CAJUN CORNER RESTAURANT

Location Address

7080 AIRPORT BLVD STE A

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

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
03/14/2025	NEW APPLICATION	2025 - 5717	124493	7	April 1, 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

CAJUN CORNER HUYNH LLC

Trade Name (DBA)

CAJUN CORNER RESTAURANT

Location Address

7080 AIRPORT BLVD STE A

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
BICH THU HUYNH	MEMBER	NO		CAJUNCORNERONE@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 02/04/2023

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 03/14/2025		Application Type NEW APPLICATION		Application Number 2025 - 5717		License Account # 124493		Council District 7		Council Agenda Date April 1, 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 CAJUN CORNER HUYNH LLC						Trade Name (DBA) CAJUN CORNER RESTAURANT					
Business Structure Type LLC - LIMITED LIABILITY COMPANY				Incorporation Date 12/05/2022		SOS Entity ID 001-051-944		State AL		County MOBILE	
Federal Tax ID (FEIN) 92-1236764			Alabama State Sales Tax ID R011608895			Business Phone Number					
Physical Address (Street Address, Suite #) 7080 AIRPORT BLVD STE A						City MOBILE		State AL		Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box) 7080 AIRPORT BLVD STE A						City MOBILE		State AL		Zip Code 36608	
Primary Business Activity at the Location Explain (other) RESTAURANT						If Location Transfer, Previous Street Address and Zip Code N/A					
Contact Person Information											
Name BICH THU HUYNH			Title MEMBER		POA NO		Phone		Email CAJUNCORNERONE@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 LEMA PROPERTY LLC						Property Owner Phone Number			Property Owner Email THUHUYNH252@YAHOO.COM		
Property Owner Mailing Address (Street Address, Suite #, PO Box)						City		State		Zip Code	
Bldg. Square Footage 3,650		Bldg Seating Capacity 48		Restroom Facilities YES		Patio Area YES		Structure Type SHOPPING CENTER		License Covers PARTIAL - ATTACHED	
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 JH

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) HUYNH, BICH THU THI		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) N/A		Title	Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
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					

ABC Application 2

Applicant/POA Initials JH.

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

JH

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.

JH

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.

JH

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.

JH

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.

JH

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.

JH

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.

JH

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

JHU HUYIVH

3-14-25

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

owner

Sworn to and subscribed before me this 14th day of March 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

[Signature]

November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

March 14, 2025



CAJUN CORNER HUYNH LLC
7080 AIRPORT BOULEVARD
SUITE A
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 124493 TERRITORY 7

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>
2006436	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

03/14/2025 09:15AM SHAWN S.
045255-0020

BUSINESS LICENSE

CAJUN CORNER HUYNH LLC
124493

2025 Item: 2006436

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CASH \$50.00

Change due \$0.00

Paid by: CAJUN CORNER HUYNH LLC



Thank you for your payment

CUSTOMER COPY

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 advertising 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:

CAJUN CORNER HUYNH LLC

dba

CAJUN CORNER RESTAURANT

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

7080 AIRPORT BLVD STE A

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

April 1, 2025

for application number **2025 - 5717**

- 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

CAJUN CORNER HUYNH LLC

Trade Name (DBA)

CAJUN CORNER RESTAURANT

Location Address

7080 AIRPORT BLVD STE A

Zip Code

36608

Application Number

2025 - 5717

Notice Post Date @ Location

03/14/2025

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

April 1, 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: 20241224090559320

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 County: \$300.00

Type License:

State: County:

Trade Name: CAJUN CORNER RESTAURANT

Filing Fee: \$50.00

Applicant: CAJUN CORNER HUYNH LLC

Transfer Fee:

Location Address: 7080 AIRPORT BLVD STE A MOBILE, AL 36608

Mailing Address: 7080 AIRPORT BLVD STE A MOBILE, AL 36608

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-051-944

Do you sell Draft Beer?:

Date Incorporated: 12/05/2022 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 12/05/2022

Federal Tax ID: 92-1236764

Alabama State Sales Tax ID: R011608895

Name:	Title:	Date and Place of Birth:	Residence Address:
BICH THU THI HUYNH	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: KENNY TRAN

Business Phone: 251-633-9731

Fax:

Home Phone:

Cell Phone:

E-mail: KENNY@SOUTHERNBUILDINGSTRUCTURE.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: 20241224090559320

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **LEMA PROPERTY LLC 251-463-0234**
What is lessors primary business? **CAJUN CORNER SEAFOOD RESTAURANT**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **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: **3650** Display Square Footage:
Building seating capacity: **48** Does Licensed premises include a patio area? **YES**
License Structure: **SHOPPING CENTER** License covers: **OTHER**
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: 20241224090559320

Initial each

☐ JH
☐ JH

☐ JH

☒ XX

☒ XX

☒ XX

☐ JH

☐ JH

☐ JH

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

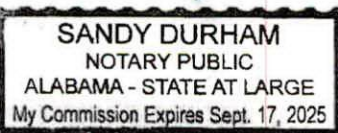
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241224090559320

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: STE A

Is there any further interest in, or connection with, the licensee's business by the lessor?: THE LANDLORD AND APPLICANT ARE THE SAME PERSON



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

December 19th, 2024

Dear Ms. Huynh,

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:

NAME:HUYNH,BICH THU THI

SOC:416578059

ABI RESULT:NON-IDENT

SID:

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:

CAJUN CORNER HUYNH 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): BICH THU HUYNH

Street (no PO Boxes) address of registered office (must be located in Alabama):

7080 AIRPORT BLVD STE A MOBILE, AL 36608

*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	
001-051-944	DLL
Date	12/05/2022
Time	15:25:00
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 1 / 1 / 2023 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 0 : 0 ☒ 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).

12 / 5 / 2022
Date (MM/DD/YYYY)

BICH THU HUYNH

Signature as required by 10A-5A-2.04

MEMBER

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

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:

CAJUN CORNER HUYNH LLC

This name reservation is for the exclusive use of BICH THU HUYNH, 7080
AIRPORT BLVD STE A, MOBILE, AL 36608 for a period of one year beginning
December 05, 2022 and expiring December 05, 2023

**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.**

December 05, 2022

Date

J. H. Merrill

RES060098

John H. Merrill Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

CAJUN CORNER HUYNH LLC
CAJUN CORNER
% BICH THU HUYNH SOLE MBR
7080 AIRPORT BLVD STE A
MOBILE, AL 36608

Date of this notice: 12-05-2022

Employer Identification Number:
92-1236764

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.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-1236764. 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
Form 940

04/30/2023
01/31/2024

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*.



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

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by Lena Property LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 31 day of January 20 25

Notary Printed Name <u>Timothy Q. Ellis</u>	Notary Signature <u>[Signature]</u>	My (Notary) Commission Expires <u>8.21.28</u>
--	--	--

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

BICH THU THI HUYNH

BICH THU THI HUYNH

Owner of Property (Signature)

Applicant Name (Signature)

[Signature]

[Signature]

Date Agreement Signed

Date Agreement Signed

1/31/25

1/31/25



Mobile County Property Search

Key Number: 510478 For Year 2024

Property Details

Account

Key Number: 510478

Legal Description: PART OF LOT A AIRPORT - CODY RESUBDIVISION MBK 135 PAGE 7 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT A THEN RUN NORTHWEST ALONG THE NORTH LINE OF AIRPORT BOULEVARD 176.31 FT THEN NORTHWESTERLY 66.6 FT THEN NORTH 184.92 FT THEN EAST 190 FT(S) FT THEN SOUTH 323.63 FT TO THE POINT OF BEGINNING.

Parcel Number: 280420200003901X

Type: Real

Property Class: 2

Location

Address: 7080 AIRPORT BLVD MOBILE, AL 36608

Owner

Name: KMH LLC

Mailing Address:

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$1,879,200

Land Value: \$530,800

Appraised Value: \$2,410,000

Taxable Value: \$2,410,000

Assessed Value: \$482,000

FUNDAMENTAL LEASE PROVISIONS

Effective Date: JULY 1, 2024

Landlord: LEMA PROPERTY L.L.C. an Alabama limited liability company

Address of Landlord:

Tenant: CAJUN CORNER HUYNH LLC, AN ALABAMA LIMITED
LIABILITY COMPANY

Address of Tenant
(Prior to the Beginning
Date):

Tenant's Trade Name: CAJUN CORNER RESTAURANT

Shopping Center: Airport and Cody Plaza Shopping Center, Mobile, Alabama, which is located on the land described on Exhibit A attached hereto and incorporated herein by reference; provided, however, in no event shall the definition of "Shopping Center" include any outparcels as identified on Exhibit A-1 attached hereto.

Premises: That space Ste. A containing approximately 3650 rentable square feet generally as shown as cross-hatched on the site plan attached hereto as Exhibit A-1. Tenant acknowledges that the site plan is attached hereto for illustration purposes only and that Landlord has not made, and by attaching the site plan hereto, will not be deemed to have made, any representations or warranties regarding the Shopping Center, layout of the Shopping Center, the tenants or tenant-mix for the Shopping Center or otherwise. Additionally, Tenant acknowledges that, for all purposes, the Shopping Center is described on Exhibit A hereto and that Exhibit A-1 may show land that is not part of the Shopping Center.

Permitted Uses: The Premises shall be used only for the sale, at retail, of a FRESH AND COOKED SEAFOOD RESTAURANT and for no other purpose whatsoever.

Security Deposit: N/A

Advance Rent: First Month Rent paid to Landlord at the execution of lease contract

Lease Term: The term of this Lease (the "Lease Term") shall commence on the "Rent Commencement Date" which shall JULY 1, 2024, and shall expire, unless sooner terminated pursuant to the terms hereof, at midnight on the date which is JULY 1, 2034 (the "Expiration Date").

Opening Date:

Fixed Rent: \$7300/MONTH

Option Period : Provided tenant is not in default, Tenant shall have the option to extend the lease for two periods of five(5) years. During the 2nd period, the base rent will increase three (3) percent annually. There will be no increases in the third option. Option must be exercised in writing within One Hundred twenty (120) days of the expiration on the initial lease term.

Additional Rent: "Additional Rent" shall include those charges hereinafter designated as such in this Lease: if and as applicable, certain sums consisting of Additional Rent shall be estimated by Landlord for the first Lease Year or partial Lease Year that precedes the first Lease Year and provided to Tenant on or before the date Additional Rent begins. Such amounts shall thereafter be adjusted at the end of each Lease Year or partial Lease year per the terms of the Lease Agreement

Guarantor: TBD

Landlord's Broker: TBD

Tenant's Broker: TBD

Effect of Reference To A Fundamental Lease Provision: Each of the Fundamental Lease Provisions contained above shall be construed to incorporate all the references thereto contained in the other provisions of this Lease and shall be limited by such provisions. Each reference in this Lease to any of the Fundamental Lease Provisions shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the remainder of the Lease, the remainder of the Lease shall be controlling

EXHIBIT E
CERTIFICATION OF RENT COMMENCEMENT DATE

The parties hereby agree that the Rent Commencement Date (as defined in said Leases) is and shall be JULY 1, 2024, for all purpose of said Lease. This Certificate shall be attached to the Lease and made part thereof.

This JULY day of 1, 2024

LANDLORD:

LEMA PROPERTY I.L.C.

Name: THU HUYNH

Title: Managing Member

TENANT:

THU. HUYNH.

Named: CANJUN CORNER HUYNH LLC

Title: MEMBER



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

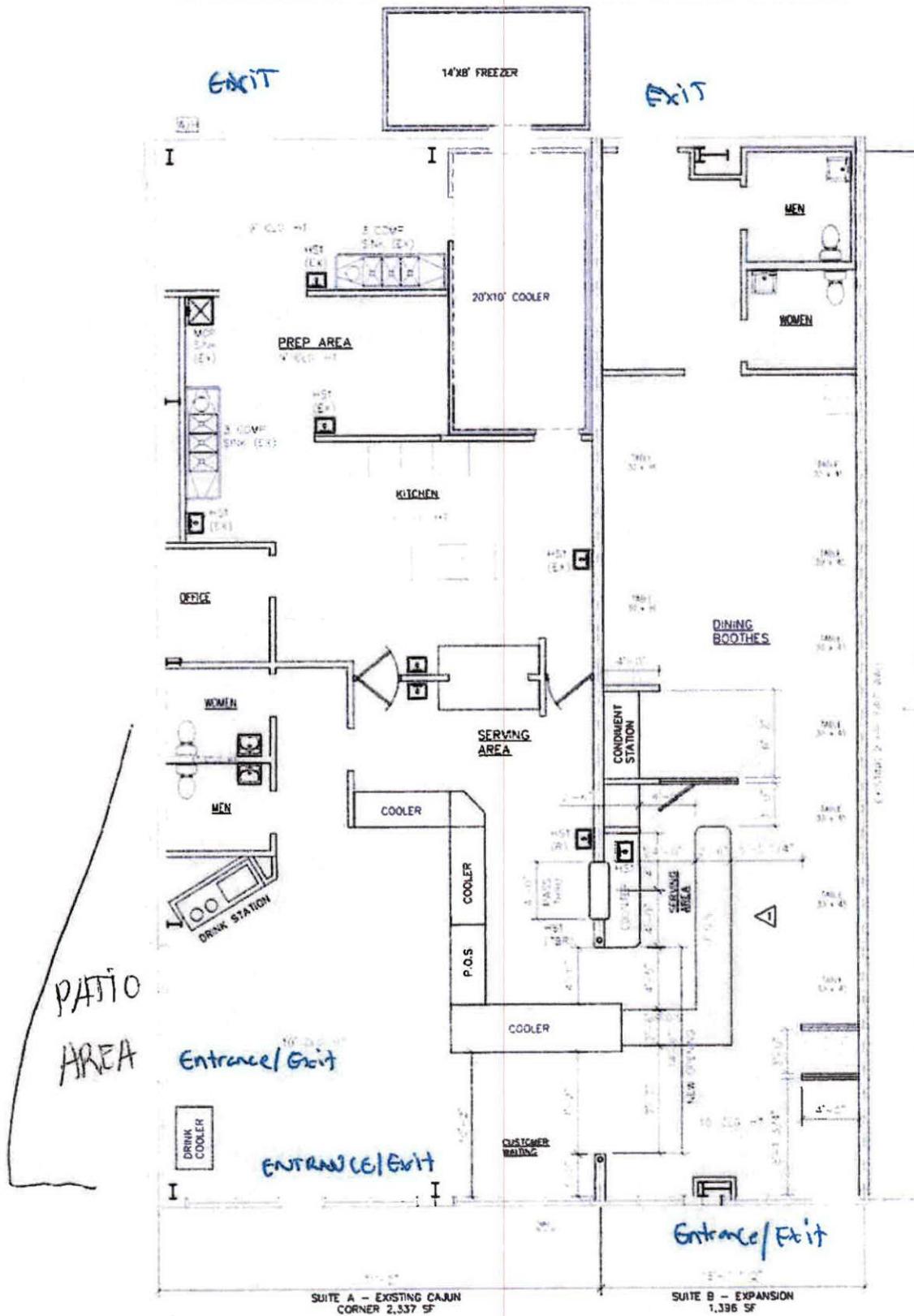
PLANNING & ZONING DEPARTMENT APPROVAL

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 N/A		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 Cajun Corner Huynh				Trade Name (DBA) Cajun Corner Restaurant			
Company Physical Address (Street Address, Suite #) 7080 Airport Blvd Ste. A.				City Mobile	State AL	Zip Code 36608	
Business Contact Person Information							
Name Bich Thu Huynh		Title Member		Phone 		Email cajuncornerone@gmail.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 3650	Parking Provided 78	Parking Required 13	Compliance ☒		Zoning B-2	Approved ☒	
Comments 							
Print Name CALDWELL C. WHISTLER		Signature 				Date 5-5-2025	

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



Cajun Corner Huynh LLC
7080 Airport Blvd Ste A
Mobile, AL 36608

FLOOR PLAN
John Huynh
12-24-24

Proposed
Cajun Corner Expansion
PRELIMINARY
NOT FOR
CONSTRUCTION



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-148616-2025

Issue Date: 01/28/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022804202000039.01	7080 Airport Blvd A	A

Business Name	Issued To	Zoning Districts
Cajun Corner Restaurant	Name: Bich Thu This Huynh Company: CAJUN CORNER LLC Address: 7080 Airport Blvd A Mobile, AL 36608 Phone: \	B-2

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: Payton Rogers

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **May 2025 – Chad Holm (Employee # 20760) Engineering & Infrastructure - Building Services**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 2025

Submitted by:

William Jackson, Police Chief

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award

Amount of Contract:

\$500.00

Funding Source

ATTACHMENTS:

1. OOTM Resolution
2. Agenda Item Summary Sheet for Officer of the Month - Copy

REVIEWERS:

Tracy Baxter
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee:

April 2025: Officer Austen King

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: Tuesday, May 13, 2025
Date

Item No. _____

Submitted by: Mobile Police Department
Department

William Jackson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:

To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a \$500 award.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$500.00

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **Building Kingz Foundation***, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Building Kingz Foundation.***, 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 ***Building Kingz Foundation***, will be used to *assist with MOB JAMFEST 2025 and KULTIV8 Summer Program.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$1,000.00 to Buildings Kingz Foundation***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C. J. Small*

WHEREAS, *Councilmember Small* wishes to appropriate **\$1,500.00** to **Ben C. Rain High School**, from **District 3 Discretionary Funds (10041020 42080)**; and

WHEREAS, **Ben C. Rain High School**, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 **Ben C. Rain High School**, will be used to **assist with the upcoming 2025 football season**, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Ben C. Rain High School for the purposes described hereinabove and pursuant to the language on 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: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate \$1,500.00 to Franklin Primary Health Center, Inc., from District Discretionary Fund (DSC 08 10040580-42080); and*

WHEREAS, *Franklin Primary Health Center, 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 *Franklin Primary Health Center, Inc., will be used to assist with their 50th Anniversary Founders Day Gala.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Franklin Primary Health Center, 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: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate \$4,000.00 to Ludgood Masonry, Inc., from District Discretionary Fund (DSC 08 10040580-42080); and*

WHEREAS, *Ludgood Masonry, 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 *Ludgood Masonry, Inc.*, *will be used to assist with salvaging bricks from Mobile Civic Center .*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$4,000.00 to Ludgood Masonry, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Willuam S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to McSweeney Auto Group Clanton LLC for two Chevrolet 2500 15-passenger vans for Motor Pool.

Amount of Contract:

\$86,424.90

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 20250508 Mcsweeney Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 13 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 McSweeney Auto Group Clanton LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to McSweeney Auto Group Clanton LLC for two Chevrolet
2500 15-passenger vans for Motor Pool.
Capital - Motor Pool

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$86,424.90

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract.

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

How many bidders submitted bids (if applicable): na

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

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>23988</u>	2025	(F7000) MOTOR POOL	TWO CHEVROLET 2500 15-PASSENGER VANS FOR MOTOR POOL (AL STATE CONTRACT)	\$86,424.90	<u>(299344)</u> <u>MCSWEENEY</u> <u>AUTO GROUP</u> <u>CLANTON LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor MCSWEENEY AUTO GROUP CLANTON LLC 86 PEACH TOWER ROAD CLANTON, AL 35045 Tel#2052964411	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
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/25	299344				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	15 PASSENGER VANS FOR MOTOR POOL AS FOLLOWS: CHEVROLET 2500 135" 15 PASSENGER VAN SUMMIT WHITE;VINYL FRONT 40/20/40 BENCH SEAT; ENGINE 4.3 V6 TRANSMISSION, 8-SPEED AUTOMATIC; SEATING, 15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION); FLOOR MATS-BLACK RUBBER, FRONT AND REAR AS PER STATE OF ALABAMA CONTRACT T-191 MA2400004918 AND YOUR QUOTE Additional Description Notes ----- 15 PASSENGER VANS FOR MOTOR POOL AS FOLLOWS: CHEVROLET 2500 135" 15 PASSENGER VAN SUMMIT WHITE;VINYL FRONT 40/20/40 BENCH SEAT;ENGINE 4.3 V6 TRANSMISSION, 8-SPEED AUTOMATIC; SEATING, 15-PASSENGER, (2-3-3-3-4 SEATING CONFIGURATION);FLOOR MATS-BLACK RUBBER, FRONT AND REAR AS REQUESTED BY; 7000-MOTOR POOL	2.00 EACH	42796.45000	85592.90
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP07000 .VEHICLEEXP.			85592.90

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
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Page 2

Vendor MCSWEENEY AUTO GROUP CLANTON LLC 86 PEACH TOWER ROAD CLANTON, AL 35045 Tel#2052964411	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
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/25	299344				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			
002 FREIGHT	2.00 EACH	416.00000	832.00
Vendor Item Inventory Item/Loc 14009			
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP07000 .VEHICLEEXP.			832.00
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor
 MCSWEENEY AUTO GROUP CLANTON LLC
 86 PEACH TOWER ROAD

CLANTON, AL 35045

Tel#2052964411

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/25	299344				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET			
	MOBILE, AL 36604			

Requisition Link

Requisition Total 86424.90

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

Account	Amount	Remaining Budget
E MP07000 .VEHICLEEXP.	86424.90	28920.10

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	86424.90	8517593.61
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/05/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	05/05/25	CHARLES SUMRALL	Approve Spec
Approved	05/07/25	MATTHEW ANDERSON	
Approved	05/08/25	SHONNDA SMITH	
Approved	05/08/25	CHERI BOUCHER	Auto approved by: 910518244
Approved	05/08/25	DONALD ROSE	Auto approved by: 9105paij
Approved	05/08/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	05/08/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	05/08/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	05/08/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	05/08/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	05/08/25	JOHN PAINE	

Contract Header

Contract

Chevrolet Fleet Vehicle - McSweeney Auto Group

Supplier

McSweeney Auto Group Clanton LLC

Linked Solicitation

Chevrolet Fleet Vehicle Bid

Type

Master Agreement

Contract Code

MA240000004917

Sourcing Number

SRC0000022560

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
James	Pratt	jpratt@mcsweeneyauto.com	2052964411
James	Pratt	jpratt@mcsweeneyauto.com	2052964411

2 Record(s)

Contract Scope

Organizations

State of Alabama, State of Alabama

Contract Validity

Start Date

8/26/2024

End Date

8/25/2025

Documents

- [Master_Agreement_V1.pdf](#)
- [RFB_Standard_Boilerplate_updated_08.31.2023 \(17\).pdf](#)
- [GM_Vehicle_Terms_and_Conditions \(12\).pdf](#)

Items

Item Name	Product Code	UOM
Chevrolet Tahoe 2WD	4	53,717.58 Each

- [Executive Summary State of Alabama Chevrolet.pdf](#)

Item Name	Product Code	UOM
Chevrolet Tahoe 4WD	5	56,538.90 Each
Chevrolet Suburban 2WD	6	56,056.29 Each
Chevrolet Suburban 4WD	7	58,877.61 Each
Chevrolet Colorado Crew Cab 2WD	8	29,994.24 Each
Chevrolet Colorado Crew Cab 4WD	9	33,093.49 Each
Chevrolet Silverado Standard Cab 2WD	10	34,169.92 Each
Chevrolet Silverado Standard Cab 4WD	11	37,954.60 Each
Chevrolet Silverado Double Cab 2WD	12	35,487.64 Each
Chevrolet Silverado Double Cab 4WD	13	38,029.73 Each
Chevrolet Silverado Crew Cab 2WD	14	37,554.85 Each
Chevrolet Silverado Crew Cab 4WD	15	40,071.52 Each
Chevrolet Silverado Std. Cab 2WD 2500	16	41,549.40 Each
Diesel Engine Upgrade	17	8,488.27 Each

Item Name	Product Code	UOM
Chevrolet Silverado Std. Cab 4WD 2500	18	43,570.45 Each
Diesel Engine Upgrade	19	8,488.27 Each
Chevrolet Silverado Double Cab 2WD 2500	20	42,025.82 Each
Diesel Engine Upgrade	21	8,488.27 Each
Chevrolet Silverado Double Cab 4WD 2500	22	44,046.86 Each
Diesel Engine Upgrade	23	8,488.27 Each
Chevrolet Silverado Crew Cab 2WD 2500	24	43,735.46 Each
Diesel Engine Upgrade	25	8,488.27 Each
Chevrolet Silverado Crew Cab 4WD 2500	26	45,736.46 Each
Diesel Engine Upgrade	27	8,488.27 Each
Chevrolet Silverado Std. Cab 2WD 3500	28	42,677.93 Each
Diesel Engine Upgrade	29	8,488.27 Each
Chevrolet Silverado Std. Cab 4WD 3500	30	44,698.98 Each
Diesel Engine Upgrade	31	8,488.27 Each

Item Name	Product Code		UOM
Chevrolet Silverado Double Cab 2WD 3500	32	43,342.43	Each
Diesel Engine Upgrade	33	8,488.27	Each
Chevrolet Silverado Double Cab 4WD 3500	34	45,363.48	Each
Diesel Engine Upgrade	35	8,488.27	Each
Chevrolet Silverado Crew Cab 2WD 3500	36	45,051.19	Each
Diesel Engine Upgrade	37	8,488.27	Each
Chevrolet Silverado Crew Cab 4WD 3500	38	47,072.24	Each
Diesel Engine Upgrade	39	8,488.27	Each
Chevrolet Express 12- Passenger Van	40	41,714.20	Each
Chevrolet Express 15- Passenger Van	41	43,570.44	Each
Chevrolet Express Cargo Van	42	38,020.16	Each
Chevrolet Vehicle Options	43	0.00	USD
Chevrolet Delivery	44	0.00	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 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 Stivers Ford Lincoln Inc for 3 2025 Ford F150 pickup trucks for MPRD.

Amount of Contract:

\$121,365.00

Funding Source

Capital - Motor Pool

ATTACHMENTS:

1. 20250508 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 13 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 3 2025 Ford F150 pickup trucks for MPRD.
Capital - Motor Pool

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$121,365.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract.

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

How many bidders submitted bids (if applicable): na

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

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>23866</u>	2025	(F7000) MOTOR POOL	THREE 2025 FORD F150 PICKUP TRUCKS FOR MPRD (AL STATE CONTRACT)	\$121,365.00	(<u>292393</u>) <u>STIVERS FORD</u> <u>LINCOLN</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023856-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 1

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 FORD F-150 4x2 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO; 4x2, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; VINYL 40/20/40-MEDIUM DARK SLATE GRAY SEATING ;BLACK PLATFORM RUNNING BOARDS-XL; TWO (2) EXTRA KEYS; ALL WEATHER RUBBER MATS; SPRAY-IN BED LINER (5-1/2' BED) AS PER STATE OF ALABAMA CONTRACT T-191 MA22*****3128-14 AND YOUR QUOTE Additional Description Notes ----- 2025 FORD F-150 4x2 PICKUP AS FOLLOWS: 2.7L ECOBOOST V6 ENGINE; 10-SPD AUTO; 4x2, 145" WHEELBASE, 5.5' BED, CLASS IV TRAILER HITCH W/4/7 PIN CONNECTOR, POWER WINDOWS, POWER DOOR LOCKS W/INTEGRATED KEY TRANSMITTER KEYLESS ENTRY, POWER TAILGATE LOCK, CRUISE CONTROL, BLACK VINYL FLOORING; 17" SILVER STEEL WHEELS, FORD CO-PILOT 360 2.0, 36 GALLON FUEL TANK; VINYL 40/20/40-MEDIUM DARK SLATE GRAY; BLACK PLATFORM RUNNING BOARDS-XL; TWO (2) EXTRA KEYS; ALL WEATHER RUBBER MATS; SPRAY-IN BED LINER (5-1/2' BED)	3.00 EACH	40111.00000	120333.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023856-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
AS REQUESTED BY: 2025-PARKS & REC			
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.			120333.00
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	3.00 EACH	344.00000	1032.00
Vendor Item Inventory Item/Loc 14009			
1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP.			1032.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023856-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	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
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/30/25	292393				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	121365.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP.	121365.00	93669.36

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	121365.00	8540546.79
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	05/02/25	TRAVESIA AGEE	Auto approved by: 910519589
Approved	05/02/25	CHARLES SUMRALL	
Approved	05/05/25	SHONNDA SMITH	

Contract Header

Contract

Ford Fleet T191 Stivers Ford

Supplier

Stivers Ford Lincoln

Linked Solicitation

Ford Fleet T191 -Bid-

Type

Master Agreement

Contract Code

MA220000003128

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
David	Maddox	dmaddox@stiversonline.com	833-317-3566

1 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2025

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T___C_-_5-23-22](#)

Items

(3).pdf

- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ordering Summary as of September 26, 2023.docx

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	40,169.00	Each
Ford Maverick	220000003128-6	26,189.00	Each
Ford Transit Cargo Van	220000003128-10	43,337.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40,717.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38,467.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41,911.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44,258.00	Each
Ford Diesel Engine Upgrade	220000003128-17	9,756.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46,408.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,756.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45,601.00	Each
Ford Diesel Engine Upgrade	220000003128-21	9,756.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47,738.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,756.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45,162.00	Each
Ford Diesel Engine Upgrade	220000003128-25	9,756.00	Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47,518.00	Each
Ford Diesel Engine Upgrade	220000003128-27	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46,514.00	Each

Item Name	Product Code	UOM	
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47,546.00	Each
Ford Diesel Engine Upgrade	220000003128-33	9,756.00	Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50,402.00	Each
Ford Diesel Engine Upgrade	220000003128-35	9,756.00	Each
Optional Equipment	220000003128-36	0.00	USD
Vehicle Delivery	220000003128-37	0.00	USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48,870.00	Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 2025

Submitted by:

Scott Collins, Executive Director of Finance

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amend to the city budgets subsequent budget reviews and operational updates.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Budget Amendments Resolution 5-13-2025

REVIEWERS:

Scott Collins
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile routinely reviews its city budgets and financial resources; and

WHEREAS, the city's budgets are occasionally amended to ensure the effectiveness of the budgets and the funding appropriated to city services, programs, and projects; and

WHEREAS, budget amendments are standard and customary throughout any fiscal year; and

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA,

that the following amendments, reallocations, appropriations and transfers be made to the fiscal year 2025 general fund and capital budgets:

Increase business license revenue, line item 1000 0001 33100, by \$600,000.

Increase lodging tax revenue, line item 1000 0001 32116, by \$600,000.

Increase lodging tax revenue, line item 1000 0001 32117, by \$5000.

Decrease transfers out to EMS, line item 1004 9999 94290, by \$1,200,000.

Decrease transfers in to EMS, line item 6120 6120 93010, by \$1,200,000.

Decrease detention expenses, line item 1004 9012 42200, by \$400,000.

Amend dividend income, line item 1000 0001 37100, from \$378,000 to \$5,550,000.

Amend interest on idle funds, line item 1000 0001 37200, from \$7,878,000 to \$6,300,000.

Amend interest on investments, line item 1000 0001 37500, from \$5,958,000 to \$1,150,000.

Add interest on bond proceeds line item, \$4,500,000 (to be applied to new arena debt).

Increase personnel board expenses, line item 1004 9005 42080, by \$80,000.

Increase GulfQuest (MMOG), line item 1004 4020 42140, \$100,000.

Increase grants division, line item 10042590 42200, by \$60,000.

Transfer from grants holding account, line item 5000 5000, \$64,000 to general fund.

Increase public safety administration, line item 1004 1500 42200, by \$64,000.

Close capital project E0161, \$75,000, and transfer \$75,000 from capital fund to general fund.

Increase legal department, line item 1004 0540 47020, by \$75,000.

Increase public safety administration, line item 1004 1500 42200, by \$75,000.

Increase election expenses, line item 1004 9000 49250, by \$200,000.

Close I.T. capital projects C0675, C0392, C0632, and C0633, total \$539,346.

Transfer \$539,346 from the capital fund to the general fund.

Increase I.T., line item 1004 5000 42115, by \$540,000.

Increase cruise terminal, line item 6020 6020 42150, by \$30,500.

Increase Magnolia Cemetery, line item 1004 9070 42080, by \$80,000.

Increase athletics, line item 1004 2034 49130, by \$80,000.

Increase teens, 1004 2004 42140, by \$200,000.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

A Holding account for all misc repairs for projects, including but not limited to, HVAC repairs, bathroom upgrades, and other miscellaneous repairs.

Amount of Contract:

Funding Source

CBGO8 UP TO \$4M - CBG CENSUS TRACTS (2000) CAPITAL IMPROVEMENT FUND

ATTACHMENTS:

1. F621-001 Gulf Coast Exploreum Misc Repairs Resolution

REVIEWERS:

Marilyn Bullard
Carleen Stout
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

2025

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,000,000.00 in Capital Improvement Fund (Fund 2000) be reallocated from Capital Project #CBG08 UP TO \$4M - CBG CENSUS TRACTS to Capital Project F621-001 Gulf Coast Exploreum Misc Repairs (Fund 2000).

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 2025

Submitted by:

Nicholas Amberger

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Attached is Change Order No. 2 to the contract between the City of Mobile (Owner) and Robert J. Baggett, Inc. (Contractor) for the Mobile Riverfront Redevelopment – Cooper Riverside Bulkhead Replacement, COM Project No. PR-029-22. This Change Order incorporates the following: A revised scope of work to include the construction of a new South Coffey Cell; Adjustments for miscellaneous construction items encountered during project execution; and An extension of the contract's Substantial Completion date to December 31, 2025. The total net increase to the contract amount is \$784,912.74, reflecting the costs of materials and labor for the listed tasks as well as certain underruns and cost savings, as detailed in the attached summary.

Amount of Contract:

\$784,912.74

Funding Source

G-GOMESA

ATTACHMENTS:

1. 0 - CO No.2 Cover Letter
2. 6 - CO No.2 Resolution
3. 1 - CO No.2 Form
4. 3 - CITY CO No.2 Justification Memo
5. 2 - M&N CO No.2 Justification Memo
6. 4.a - CO No.2 Summary with Cost
7. 5.b - CONCRETE DEADMAN CO.2 DRAWINGS
8. 4.b - Contingency Allowance No.1-4 Binder

9. 7 - COI-RJB-Cooper Riverside
10. 5.a.2 - SOUTH COFFER CELL CO.2 SPECS
11. 8.a - CONTRACT_BAGGETT, PR-029-22
12. 8.b - CO#1, MOBILE RIVERFRONT-REDEVELOPMENT
13. 8.c - AMENDMENT#1_BAGGETT_Additional Time - signed

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Laura Angle
Cherlina Monteiro
James Barber



May 7, 2025

Subject: Change Order No. 2 – Mobile Riverfront Redevelopment (Cooper Riverside Bulkhead Replacement)

Dear Councilmembers,

Attached for your review is **Change Order No. 2** to the contract between the City of Mobile (Owner) and Robert J. Baggett, Inc. (Contractor) for the **Mobile Riverfront Redevelopment – Cooper Riverside Bulkhead Replacement**, COM Project No. PR-029-22.

This Change Order incorporates the following:

- A revised scope of work to include the construction of a **new South Coffer Cell**;
- Adjustments for **miscellaneous construction items** encountered during project execution; and
- An extension of the contract's **Substantial Completion date to December 31, 2025**.

The total net increase to the contract amount is **\$784,912.74**, reflecting the costs of materials and labor for the listed tasks as well as certain underruns and cost savings, as detailed in the attached summary.

We appreciate your continued support and communication on this important infrastructure project. Should you have any questions, please contact **Jennifer Greene** at (251) 208-7199 or via email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director of Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilperson C. J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order No.2 to the contract, by and between the City of Mobile, and the company listed below, for work as outlined in the Change Order No.2 attached hereto and made a part hereof as though set forth in full. A copy of said executed Change Order No.2 is on file in the office of the City Clerk.

NAME OF COMPANY:	Robert J. Baggett, Inc.
PROJECT NAME:	Mobile Riverfront Redevelopment Project Cooper Riverside Bulkhead Replacement
PROJECT NO:	PR-029-22
AMOUNT:	\$784,912.74 (Increase)

Adopted:

City Clerk

Date



CITY OF MOBILE
Programs and Project Management
205 Government Street, 2nd Floor
Mobile, AL 36602

PROJECT: MOBILE RIVERFRONT REDEVELOPMENT (COOPER RIVERSIDE BULKHEAD REPLACEMENT)

CHANGE ORDER NO: TWO (2)

PROJECT NO: PR-029-22

DATE: April 11, 2025

TO CONTRACTOR: ROBERT J. BAGGETT, INC.

CONTRACT DATE: January 2, 2024

ADDRESS: 759 Holcombe Avenue, Mobile, AL 36606

TERMS: You are hereby authorized to make the following changes hereto:

1. Increase the contract amount to \$7,708,453.74.
2. Complete the change in scope as referenced in an attached summary dated April 11, 2025.
3. Extend contract Substantial Completion date to December 31, 2025.

THE CONTRACT HAS CHANGED AS FOLLOWS:

Original Contract Sum-----	\$6,973,541.00
Net change by previously authorized Change Order No.1 -----	(\$50,000.00)
Contract Sum prior to Change Order No.2 -----	\$6,923,541.00
Contract Sum will be INCREASED by Change Order No.2 in the amount of-----	\$784,912.74
New Contract Sum including this Change Order will be -----	\$7,708,453.74
Contract Substantial Completion date prior to Change Order No.2 -----	May 25, 2025
Contract Substantial Completion date will EXTEND to-----	December 31, 2025

The date of Substantial Completion as of this Change Order No.2 therefore is December 31, 2025.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER

ATTEST:



Nick Amberger,
Exec. Director of Engineering & Infrastructure



Robert J. Baggett, Inc./President Charles D. Dicks, Jr.

4-17-25

Date

ATTEST:

William S. Stimpson, Mayor

City Clerk



JUSTIFICATION FOR CHANGE ORDER

PROJECT: MOBILE RIVERFRONT REDEVELOPMENT
COOPER RIVERSIDE BULKHEAD REPLACEMENT

CHANGE ORDER NO: TWO (2)

CONTRACTOR: ROBERT J. BAGGETT, INC.

PROJECT NO: PR-029-22

GRANT PROJECT NO. & NAME: G-GOMESA

CONTRACT NO: 4847

VENDOR NO: 20370

The attached Change Order number two (2) to contract with Robert J. Baggett, Inc. dated April 11, 2025, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- ☒ 5. See attached memo.
- ☒ 6. Other: See attached detailed summary.

In addition to the attached memo and detailed summary, the cost is both fair and reasonable, and it is recommended for the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery and trades at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty.


Jake Clements

Project Manager, Programs and Project Management

MEMORANDUM

To: Jake Clements, Project Manager, City of Mobile, AL
From: Sai Kiran Duvvuri, P.E.
Date: 4/22/2025
Subject: Cooper Park Riverside Bulkhead – South Coffe Cell – Change Order #2 - Justification
M&N Job No.: 10961-04

1 Background

At the end of 2023, the City of Mobile issued a Notice to Proceed for a construction project to replace the deteriorating riverside bulkhead at Cooper Riverside Park and the area between the park and the adjacent National Maritime Museum bulkhead. Moffatt & Nichol (M&N) serves as the Engineer of Record for this project.

The project consists of two distinct work efforts:

1. **Bulkhead Replacement at Cooper Riverside Park** – This involves replacing approximately 400 linear feet of existing bulkhead along the riverside boundary of the park. The existing structure includes a timber and steel bulkhead located behind a timber pile-supported concrete wharf, along with two steel sheet pile coffer cells located immediately north of the George Wallace Tunnel, which passes beneath the park.
2. **South Coffe Cell Repair and Reconfiguration** – This originally included partial repair and abandonment of a single steel sheet pile coffer cell located immediately south of the George Wallace Tunnel. The plan was to replace its soil-retaining function with a riprap revetment constructed around the cell near the National Maritime Museum.

The bulkhead replacement at Cooper Riverside Park has progressed steadily since the Notice to Proceed and is now nearing completion. However, the South Coffe Cell Repair was cancelled in May 2024 after the U.S. Army Corps of Engineers (USACE) raised late objections to the proposed revetment. This prompted a redesign to provide an alternative means of soil retention in place of the South Coffe Cell. The revised solution is a tied-back sheet pile wall similar to the one used in the Cooper Riverside Park is now proposed to be issued to the contractor as Change Order #2

2 Justification for Change Order

M&N prepared the change order drawings and submitted them to the City and the contractor in March, 2025. The contractor responded with a quote of \$1,725,075 for the proposed changes. However, since this work replaces the originally planned coffer cell revetment, which has been removed from the contract, the actual net increase to the contract cost will be less than the quoted amount. M&N understands that the City Council has reviewed the contractor's proposal and requested clarifications before moving

forward with approval. The following points are provided to address the City's concerns and to fully justify the proposed change order.

1. Is the work outlined in Change Order No. 2 required by a regulatory authority?

Yes. The U.S. Army Corps of Engineers (USACE), in its review of the construction permit, rejected the originally proposed solution for replacing the South Coffey Cell, which involved constructing a riprap revetment. As a result, the redesign presented in Change Order No. 2 was developed in direct response to USACE's objections and is therefore a requirement of the regulatory authority.

2. Does the scope of Change Order No. 2 duplicate the original contract work?

No. While the redesign fulfills the original project intent—replacing the deteriorated South Coffey Cell with a new means of soil retention—the approach and construction method differ entirely. The original scope has been fully replaced, not duplicated.

No physical construction had begun at the South Coffey Cell prior to the redesign, and the only expenditures incurred related to early material procurement. However, the contractor had not yet ordered the riprap at the time the original scope was removed. The previously procured piles have been deliberately incorporated into the new design to avoid redundancy and unnecessary cost. Since the riprap was never purchased, there is no duplication or material waste associated with that component.

3. Is the scope of Change Order No. 2 reasonably priced?

Moffatt & Nichol (M&N) conducted an internal cost estimate for the revised South Coffey Cell design. This estimate leveraged pricing from the contractor's original bid for similar work along the park's riverside bulkhead, while also developing new unit costs for elements unique to this redesign.

M&N's estimate totaled approximately \$1,923,000, reflecting uncertainty related to potential subsurface conditions within the coffer cell. Upon receiving the contractor's quote of \$1,725,075, M&N initiated a detailed review, including clarification requests to confirm the completeness and accuracy of the proposed cost and to preempt potential future claims.

The contractor responded satisfactorily, demonstrating that the quote includes allowances for potential poor soil conditions. Based on this exchange and comparison with M&N's estimate, the contractor's proposal is considered reasonable.

That said, M&N advises the City that this assessment does not preclude the possibility of a future change order. The existing drawings for the South Coffey Cell are limited and not verified as record documents. Subsurface conditions or existing structures may differ from those shown, which could necessitate further design modifications and utilization of the project contingency or an additional change order. Similar unanticipated conditions—including buried obstructions, irregular fill, and an undocumented coffer cell—were encountered during the park bulkhead construction.

4. Does Change Order No. 2 fall within the contingency scope?

While the work described in Change Order No. 2 is related to a previously scoped area of the project, it does not utilize the original project contingency, for the following reasons:

The original South Coffey Cell scope has been removed and replaced by the change order.

The project is still in progress, and the remaining contingency must be preserved to address future unknowns—particularly given the precedent set by unexpected subsurface conditions encountered during earlier phases of the work.

For additional context and justification, please refer to the “Detailed Summary” on page 5 and the “Cost Summary” on pages 5–7 of Change Order No. 2.



CHANGE ORDER NO.2
DETAILED SUMMARY

April 11, 2025

Mr. Nick Amberger
Executive Director of Engineering & Infrastructure

RE:

The attached Change Order No.2 executes a change to the contract between the City of Mobile (Owner) and Robert J. Baggett, Inc. (Contractor), for the Mobile Riverfront Redevelopment (Cooper Riverside Bulkhead Replacement) project, COM Project No. PR-029-22.

This change order will consist of materials and labor for the items in the tasks below, as well as underruns/cost savings. Further information on tasks and underruns/cost savings can be found in the attachments.

Total cost of all Tasks is \$1,908,404.60. Explanation and breakdown of Tasks as follows:

- Task 1. South Coffey Cell construction. To comply with the United States Army Corps of Engineers (USACE) Nationwide Permit, the Engineer of Record (Moffatt & Nichol, Inc.) provided, to the City and the Contractor, a redesigned South Coffey Cell construction plan set and specifications. The previous design alternative consisted of building a new stone revetment around the south cell. However, USACE rejected that alternative as it required placement of stone within the federal channel dredging and construction offset. USACE will not accept placement of any new construction materials waterside of the face of the existing cell where it contacts the museum bulkhead. Therefore, the south coffer cell replacement project involves the same structural elements as the primary bulkhead north of the tunnel, while staying inside the existing coffer cell footprint, complying with USACE permit requirements. Total construction cost for South Coffey Cell (Task 1) is \$1,702,919.60.
- Task 2. Miscellaneous Items incurred during current bulkhead construction. Total cost to execute Miscellaneous Items (Task 2) is \$205,485.00. Explanation and breakdown as follows:
 - a. Additional Sheet Pile – Due to multiple obstructions encountered approximately 20-35 feet below the mudline, preventing the contractor from driving the new sheet pile for the bulkhead wall, the bulkhead wall layout required offsetting approximately 3 feet and 4 inches to the east. This created a bulkhead wall redesign and adjustments to structural components. To close all gaps as a result of offsetting/moving the bulkhead wall layout and to close all the gaps where additional sheet piles are needed. Cost for Task 2.a. is \$11,076.00.

- b. Install Rip-Rap at North Corner – Due to the new bulkhead wall layout offset and an existing steel wall in line with the existing timber wall at the north end corner, the installation of rip-rap to close the gap and to shore up the planter wall base is required, after the additional sheet piles are installed. Cost for Task 2.b. is \$8,553.00.
- c. Additional Closure Plate and Angle – The existing sheet pile wall and cap deviates from original/historic bulkhead layout and plans. This created a new void closure which was not previously anticipated. This required the purchase of one (1) additional closure plate, eleven (11) uncoated steel angles, pile trimming and any additional materials/labor. Cost for Task 2.c. is \$11,172.00.
- d. Additional Cutting of Existing Sheets – While excavating, the contractor discovered/uncovered an additional coffer cell return which wasn't documented on the previous plans. This required 18 linear feet of additional cutting of existing coffer cell sheets. Cost for Task 2.d. is \$9,990.00.
- e. Additional Tie-Back Material Due to Relocation of Bulkhead – Due to the new bulkhead wall layout offset, additional tie-back rods and couplers were required. Cost for Task 2.e. is \$7,498.00.
- f. Revised Concrete Pile Cap (Widen Bulkhead Cap) – Due to the required heavy hex nuts, tie-rod connection/placement, and new bulkhead wall layout, the widening of the bulkhead cap was needed. This required additional concrete and rebar. Cost for Task 2.f. is \$99,540.00.
- g. Drainage Pipes (Weepholes) – To improve drainage and alleviate pressure landside of the bulkhead wall, weepholes were cast into the concrete bulkhead cap, with filter fabric or mesh on the landside end of the pipe to prevent sediment from passing through, while allowing water to drain through. This required the purchase of weephole pipe that can be cast into concrete bulkhead cap, with filter fabric or mesh. Cost for Task 2.g. is \$12,222.00.
- h. Remove Obstructions in Path of New Bulkhead Wall – After driving 320 linear feet of sheet piles for the new bulkhead wall, along the newly adjusted wall layout, the contractor encountered an underground obstruction. The obstruction continued about 15 feet along the new wall layout and appears to consist of rip-rap that has been grouted over the years. The solution required ordering sand to backfill an area landside to allow an excavator to track close enough to dig down/around and remove the obstruction. Cost for Task 2.h. is \$10,099.00.
- i. Reinforced Concrete Deadman Footing Tie-Back structure for deadman pipe piles 41 and 42 – While driving deadman pipe piling 41 and 42, a large obstruction was found at tip elevation -15.00. The Contractor attempted to relocate the pipe piling within the Support of Excavation (S.O.E.) area but couldn't push the pipe to required tip elevation. The Contractor then proposed replacing the pipe pile deadmen and tie rods 41 and 42 with a shallow concrete deadman footing. The Engineer of Record verified the replacement and furnished a design for the reinforced concrete deadman footing to the Contractor. Cost for Task 2.i. is \$30,739.00.

- j. South End Closure – Due to the new bulkhead wall layout offset and existing tunnel deadman footprint, the installation of a modified single sheet to close the south end gap was required. Cost for Task 2.j. is \$4,596.00.

Underruns/Cost Savings incurred during current bulkhead construction. Total underruns/cost savings are \$1,123,491.86. Explanation and breakdown as follows:

1. Removing Original South Coffey Cell Scope of Work – Due to the redesign of the South Coffey Cell to comply with the USACE Nationwide Permit, certain lines items were not able to be utilized in the redesign and were not used. The underrun for removing the south coffer cell scope of work is \$1,058,744.86.
2. Replacing No.57 Stone with In-Situ Soil Backfill – Due to the narrow gap between the existing sheet pile wall and new sheet pile wall, the design specified backfilling between the walls with No.57 stone to compensate for compaction. However, because of the new bulkhead wall layout offset, the gap between the walls became wide enough to allow compaction equipment to fit so that the gap can be filled with the in-situ/stockpiled soil and reach compaction requirements. The underrun for replacing the No.57 stone with in-situ soil is \$57,012.00.
3. Entry Gate Column Repair – One of the columns for the entry gate on the northwest corner of Cooper Riverside Park was damaged by an Esfeller Construction truck delivering a dumpster. A repair quote was furnished by the Engineer of Record and sent to the contractor. The cost savings for the entry gate column repair is \$7,735.00.

Additional information as follows:

- A. The contract sum shall be increased by the sum of \$784,912.74.
- B. Extend the length of the contract terms to December 31, 2025.

We look forward to continued communication on this important project. Please call Jake Clements with questions at 251-208-1138 or email at jake.clements@cityofmobile.org

Respectfully,



Jake Clements
Project Manager, Programs and Project Management
Public Works

Cost Summary

CHANGE ORDER NO.2 COST SUMMARY

PROJECT NO: PR-029-22
PROJECT NAME: Mobile Riverfront Redevelopment - Cooper Riverside Bulkhead Replacement
TITLE: Change Order No.2 - South Coffe Cell & Miscellaneous Items
FIN. PROJECT NO: G-GOMESA
CONTRACTOR: Robert J Baggett, Inc.

DATE: 4/11/2025
CONTRACT AMOUNT: \$ 6,923,541.00
TOTAL ADDITIONS: \$ 1,908,404.60
TOTAL DEDUCTIONS: \$ (1,123,491.86)
NEW CONTRACT AMOUNT AFTER CHANGE ORDER NO.2: \$ 7,708,453.74

Scope	Item #	Description	Unit	CURRENT CONTRACT SCOPE				CHANGE ORDER NO.2				
				Quantity	Unit Price	Total Bid Amount	USED TO DATE Amount	SOUTH COFFER CELL SCOPE ADJUSTMENTS			ADDITIONS Amount	UNDERRUNS Amount
GENERAL CONDITIONS	1.0	GENERAL CONDITIONS	Lump Sum	1	\$ 958,370.00	\$ 958,370.00	\$ 670,859.00					
	2.0	MOBILIZATION AND DEMOBILIZATION	Lump Sum	1	\$ 590,349.00	\$ 590,349.00	\$ 501,796.65					
	3.0	VIBRATION AND DISPLACEMENT MONITORING	Lump Sum	1	\$ 585,625.00	\$ 585,625.00	\$ 468,500.00					
	4.0	LANDSIDE DEMOLITION	Lump Sum	1	\$ 75,624.00	\$ 75,624.00	\$ 75,624.00					
SOUTH COFFER CELL GENERAL CONDITIONS	5.0	MOBILIZATION AND DEMOBILIZATION	Lump Sum					1	\$ 303,558.60	\$ 303,558.60	\$ 303,558.60	
	6.0	VIBRATION AND DISPLACEMENT MONITORING	Lump Sum					1	\$ 166,750.00	\$ 166,750.00	\$ 166,750.00	
NORTH BULKHEAD CONSTRUCTION	7.0	DEMOLITION OF EXISTING WHARF BULKHEAD CAP AND NORTH COFFER CELL CAPS	Lump Sum	1	\$ 322,215.00	\$ 322,215.00	\$ 225,550.50					
	8.0	DEMOLITION OF EXISTING WHARF AND PILING AND DEADMAN DECK	Lump Sum	1	\$ 638,085.00	\$ 638,085.00	\$ 446,659.50					
	9.0	BULKHEAD CONSTRUCTION AND RELIEF EXCAVATION AND STOCKPILING	Cubic Yard	3,409	\$ 45.00	\$ 153,405.00	\$ 147,268.80					
	10.0	BULKHEAD CONSTRUCTION AND RELIEF EXCAVATION AND DISPOSAL	Cubic Yard	1,750	\$ 64.00	\$ 112,000.00	\$ 33,600.00					
	11.0	NORTH COFFER CELLS WATERSIDE EXCAVATION	Cubic Yard	2,584	\$ 67.00	\$ 173,128.00	\$ -					
	12.0	SUPPORT OF EXCAVATION	Lump Sum	1	\$ 49,850.00	\$ 49,850.00	\$ 29,910.00					
	13.0	DEMOLITION OF NORTH COFFER CELLS	Linear Foot	258	\$ 555.00	\$ 143,190.00	\$ -					
	14.0	REMOVAL OF RIP-RAP AT NORTH END OF WHARF	Cubic Yard	100	\$ 195.00	\$ 19,500.00	\$ 19,500.00					
	15.0	BULKHEAD WALL	Linear Foot	399	\$ 1,650.00	\$ 658,350.00	\$ 592,515.00					
	16.0	BULKHEAD CLOSURES	Lump Sum	1	\$ 75,590.00	\$ 75,590.00	\$ 15,118.00					
	17.0	TIEBACK SYSTEM	Each	42	\$ 7,470.00	\$ 313,740.00	\$ 298,053.00					
	18.0	BULKHEAD STONE BACKFILL	Cubic Yard	400	\$ 228.00	\$ 91,200.00	\$ -					\$ 57,012.00
	19.0	BULKHEAD WALL CAP	Cubic Yard	134	\$ 2,370.00	\$ 317,580.00	\$ 254,064.00					
	20.0	BACKFILL BEHIND BULKHEAD USING STOCKPILED MATERIALS	Cubic Yard	3,409	\$ 78.00	\$ 265,902.00	\$ 159,541.20					
	21.0	BULKHEAD APPURTENANCES	Lump Sum	1	\$ 43,055.00	\$ 43,055.00	\$ 21,527.50					
	22.0	DEADMAN DECK	Cubic Yard	2	\$ 2,750.00	\$ 5,500.00	\$ -					

CHANGE ORDER NO.2 COST SUMMARY

Scope	Item #	Description	Unit	CURRENT CONTRACT SCOPE			USED TO DATE Amount	CHANGE ORDER NO.2 SOUTH COFFER CELL SCOPE ADJUSTMENTS			ADDITIONS Amount	UNDERRUNS Amount
				Quantity	Unit Price	Total Bid Amount		Quantity	Unit Price	Amount		
ORIGINAL SOUTH COFFER CELL DEMOLITION	23.0	CONSTRUCTION EXCAVATION, STOCKPILING, AND BACKFILL	Cubic Yard	19	\$ 311.00	\$ 5,909.00						\$ 5,909.00
	24.0	DEMOLITION OF EXISTING CELL CAP AND RETAINING WALL	Cubic Yard	5	\$ 2,613.00	\$ 13,065.00						\$ 13,065.00
NEW SOUTH COFFER CELL DEMOLITION & EARTHWORK	25.0	DEMOLITION	Lump Sum					1	\$ 312,247.00	\$ 312,247.00	\$ 312,247.00	
	26.0	LANDSIDE EARTHWORK	Lump Sum					1	\$ 161,665.00	\$ 161,665.00	\$ 161,665.00	
	27.0	WATERSIDE EXCAVATION AND DISPOSAL	Cubic Yard					580	\$ 149.00	\$ 86,420.00	\$ 86,420.00	
ORIGINAL SOUTH COFFER CELL CONSTRUCTION	28.0	CELL ENCASEMENT PILING	Linear Foot	990	\$ 190.00	\$ 188,100.00	\$ 57,182.40			\$ 57,182.40		\$ 130,917.60
	29.0	CELL CONCRETE ENCASEMENT	Cubic Yard	159	\$ 437.00	\$ 69,483.00	\$ 15,355.74			\$ 15,355.74		\$ 54,127.26
	30.0	GEOTEXTILE	Square Foot	12,830	\$ 14.50	\$ 186,035.00						\$ 186,035.00
	31.0	REVTMENT	Cubic Yard	4,480	\$ 124.00	\$ 555,520.00						\$ 555,520.00
	32.0	ENCASEMENT CAP	Cubic Yard	26	\$ 4,063.00	\$ 105,638.00						\$ 105,638.00
	33.0	BUOYS	Each	3	\$ 2,511.00	\$ 7,533.00						\$ 7,533.00
NEW SOUTH COFFER CELL CONSTRUCTION	34.0	BULKHEAD WALL	Linear Foot					55	\$ 4,419.00	\$ 243,045.00	\$ 243,045.00	
	35.0	BULKHEAD CLOSURES	Lump Sum					1	\$ 118,795.00	\$ 118,795.00	\$ 118,795.00	
	36.0	TIEBACK SYSTEM	Each					6	\$ 13,471.00	\$ 80,826.00	\$ 80,826.00	
	37.0	BULKHEAD WALL CAP	Cubic Yard					36	\$ 1,614.00	\$ 58,104.00	\$ 58,104.00	
	38.0	DEADMAN DECK AND RETAINING WALL	Cubic Yard					10	\$ 1,623.60	\$ 16,236.00	\$ 16,236.00	
	39.0	MUSEUM BULKHEAD DEMOLITION RESTORATION	Lump Sum					1	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	
	40.0	CATHODIC PROTECTION SYSTEM	Lump Sum					1	\$ 146,173.00	\$ 146,173.00	\$ 146,173.00	
	41.0	CONTINGENCY ALLOWANCE 1. Removing Granite & Brick Pavers - \$22,676.00 2. Removing & Cleaning the Floating Dock - \$22,836.00 3. Relocation of Stockpile Soil - \$74,146.00 4. Additional Sheet Piles - \$16,883.00	Lump Sum	1	\$ 200,000.00	\$ 200,000.00	\$ 136,541.00					
	42.0	REIMBURSEMENT FOR DAMAGED CONCRETE PAVEMENT	Square Foot									
						Total:	\$ 6,923,541.00				\$ 1,702,919.60	\$ 1,115,756.86

CHANGE ORDER NO.2 COST SUMMARY

		CURRENT CONTRACT SCOPE		CHANGE ORDER NO.2	
				ADDITIONS	UNDERRUNS
		Total:	Amount	Amount	Amount
			\$ 6,923,541.00	\$ 1,702,919.60	\$ 1,115,756.86

CHANGE ORDER NO.2				
Scope	Item #	Description	ADDITIONS	COST SAVINGS
MISCELLANEOUS ITEMS	1	ADDITIONAL SHEETPILE	\$ 11,076.00	
	2	INSTALL RIP-RAP AT NORTH CORNER	\$ 8,553.00	
	3	CLOSURE PLATE AND ANGLE	\$ 11,172.00	
	4	CUTTING OF EXISTING SHEETS	\$ 9,990.00	
	5	TIE-BACK RODS BULKHEAD RELOCATION	\$ 7,498.00	
	6	WIDEN BULKHEAD CAP	\$ 99,540.00	
	7	DRAINAGE PIPES	\$ 12,222.00	
	8	REMOVE OBSTRUCTION FROM BULKHEAD PATH	\$ 10,099.00	
	9	DEADMAN FOOTING	\$ 30,739.00	
	10	SOUTH CORNER CLOSURE	\$ 4,596.00	
	11	ENTRANCE COLUMN		\$ 7,735.00
Total:			\$ 205,485.00	\$ 7,735.00

Current Contract Amount:	\$ 6,923,541.00
Total ADDITIONS:	\$ 1,908,404.60
Total UNDERRUNS/COST SAVINGS:	\$ (1,123,491.86)
Total Contract Increase:	\$ 784,912.74
Contract Amount after Change Order No.2:	\$ 7,708,453.74

Task 1
South Coffe Cell Construction Cost

CHANGE ORDER NO. 2						
SCOPE	ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE (US DOLLARS)	TOTAL AMOUNT (US DOLLARS)
GENERAL CONDITIONS	1.0	Mobilization and Demobilization	LS	1	303,558.60	303,558.60
	2.0	Vibration Monitoring	LS	1	166,750.00	166,750.00
DEMOLITION & EARTHWORK	3.0	Demolition	LS	1	312,247.00	312,247.00
	4.0	Landside Earthwork	LS	1	161,665.00	161,665.00
	5.0	Waterside Excavation and Disposal	CY	580	149.00	86,420.00
	6.0	Reimbursement for Damaged Concrete Pavement	SF	-		
BULKHEAD CONSTRUCTION	7.0	Bulkhead Wall	LF	55	4,419.00	243,045.00
	8.0	Bulkhead Closures	LS	1	118,795.00	118,795.00
	9.0	Tieback System	EA	6	13,471.00	80,826.00
	10.0	Bulkhead Wall Cap	CY	36	1,614.00	58,104.00
	11.0	Deadman Deck and Retaining Wall	CY	10	1,623.60	16,236.00
	12.0	Museum Bulkhead Demolition Restoration	LS	1	9,100.00	9,100.00
	13.0	Cathodic Protection System	LS	1	146,173.00	146,173.00
		TOTAL AMOUNT	-----	-----	-----	1,702,919.60

ID	Task Name	Duration	Start	Finish	Predecessors	Mar 16, '25													
						W	T	F	S	S	M	T	W	T	F				
1	South Coffe Cell Schedule																		
2	Mobilization	5 days	Mon 5/5/25	Fri 5/9/25															
3	Remove handrail, statue, light pole	5 days	Mon 5/12/25	Fri 5/16/25															
4	Install turbidity barrier	2 days	Wed 5/14/25	Thu 5/15/25															
5	Install vibration & Displacement Monitoring	5 days	Mon 5/19/25	Fri 5/23/25															
6	Landside Demolition	20 days	Mon 5/26/25	Fri 6/20/25															
7	Install Sheetpile wall	15 days	Mon 6/23/25	Fri 7/11/25															
8	Install tie back system	10 days	Mon 7/14/25	Fri 7/25/25															
9	Pile Cap	20 days	Mon 7/21/25	Fri 8/15/25															
10	Waterside excavation	15 days	Mon 8/18/25	Fri 9/5/25															
11	Waterside Demo	20 days	Mon 9/8/25	Fri 10/3/25															
12	Bulkhead Closures	5 days	Mon 10/6/25	Fri 10/10/25															
13	Cathodic Protection	10 days	Mon 10/13/25	Fri 10/24/25															
14	Clean up and demobilize	5 days	Mon 10/20/25	Fri 10/24/25															

Project: Project2
Date: Tue 3/11/25

Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Deadline	
External Tasks		Manual Summary			
External Milestone		Start-only			

Task 2
Miscellaneous Items
(incurred during current construction)

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

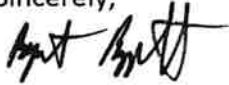
RE: Additional Sheet Pile

Mr. Clements:

We propose to provide labor, equipment and material to install an additional pair of sheet pile due to change in the bulkhead wall for the lump sum total of Eleven Thousand Seventy-Six Dollars and 00/100, (\$11,076.00).

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROBT. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Install Rip Rap at North Corner

Mr. Clements:

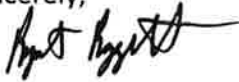
We propose to provide labor, equipment and material to install 1ea load of rip rap at the North Corner for the lump sum total of Eight Thousand Five Hundred Fifty-Three Dollars and 00/100, (\$8,553.00).

Clarifications:

- This price includes one load of rip rap

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROB'T. J. BAGGETT, INC.
759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Closure Plate and Angle

Mr. Clements:

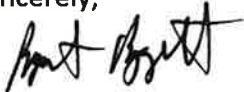
We propose to provide labor, equipment and material to install 1ea additional closure plate and 11ea pieces of angle for the lump sum total of Eleven Thousand One Hundred Seventy-Two Dollars and 00/100, (\$11,172.00).

Price breakdown:

- Plate, angle, labor and equipment - \$31,172.00
- Deduct for grout columns – (-\$20,000.00)

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROBT. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290

Fax (251) 473-7606

www.rjbaggett.com

March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Cutting of Existing Sheets

Mr. Clements:

We propose to provide labor, equipment and material to cut an additional 18 LF of existing coffer cell sheets for the lump sum total of Nine Thousand Nine Hundred Ninety Dollars and 00/100, (\$9,990.00).

Clarifications:

- Price is based on the unit rate from the original bid form
- This cutting is due to existing conditions not matching drawings, additional coffer cell wall was discovered after excavation

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROBT. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Tie Back Material Due to Relocation of Bulkhead

Mr. Clements:

We propose to provide labor, equipment and material to install the additional tie back rods and couplers due to the bulkhead wall relocation for the lump sum total of Seven Thousand Four Hundred Ninety-Eight Dollars and 00/100, (\$7,498.00).

Clarifications:

- Price includes \$2,100.00 freight for the material

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

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Mobile, AL. 36606

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www.rjbaggett.com

March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Revised Concrete Pile Cap

Mr. Clements:

We propose to provide labor, equipment and material for the revised concrete pile cap due to the relocation of the bulkhead wall and redesign of the pile cap for the lump sum total of Ninety-Nine Thousand Five Hundred Forty Dollars and 00/100, (\$99,540.00).

Clarifications:

- This price is based on the pile cap per CY rate on the bid form of \$2,370.00 per cy, we figured an additional 42 cy after the redesign.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

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www.rjbaggett.com

April 3, 2025

Mr. Jake Clements

City of Mobile, Cooper Riverside Park

P.O. Box 1827

Mobile, AL 36633

RE: Add Under Drain

Mr. Clements:

We propose to provide labor, equipment and material to install under drain at pile cap.

Breakdown of Pricing is as follows:

- Under Drain - \$12,222.00

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

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www.rjbaggett.com

March 20, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Remove Obstructions in Path of New Bulkhead Wall

Mr. Clements:

We propose to provide labor, equipment and material to remove the obstructions encountered while trying to install the new bulkhead wall for the lump sum total of Ten Thousand Ninety-Nine Dollars and 00/100, (\$10,099.00).

Clarifications:

- This price includes labor, dirt hauled in from Esfeller to build ramp out to wall and equipment to remove the obstructions

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROBT. J. BAGGETT, INC.
759 Holcombe Avenue
Mobile, AL. 36606

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www.rjbaggett.com

March 31, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Concrete Deadman

Mr. Clements:

We propose to provide labor, equipment and material to install the concrete deadman for the last two tie back rods and to form and pour underwater grout under existing beam due to settlement for the lump sum total of Thirty Thousand Seven Hundred Thirty-Nine Dollars and 00/100, (\$30,739.00).

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROBT. J. BAGGETT, INC.
759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

April 3, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Sheet Pile Closure on South End

Mr. Clements:

We propose to provide labor, equipment and material to install a modified single sheet to close the south end gap for the lump sum total of Four Thousand Five Hundred Ninety-Six Dollars and 00/100, (\$4,596.00).

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

Underruns/Cost Savings
(incurred during current construction)

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

July 1, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Change Order – Deduct for South Coffe Cell

Mr. Clements:

Due to the City of Mobile removing the scope of work pertaining to the South Coffe Cell on this project RJ Baggett, Inc will provide a deduct in the amount of -\$1,058,744.86.

Breakdown:

- Item 21 – Construction Excavation, Stockpiling & Backfill - \$5,909.00
- Item 22 – Demo of Existing Cell Cap and Retaining Wall - \$13,065.00
- Item 23 – Cell Encasement Piling - \$130,917.60
- Item 24 – Cell Concrete Encasement - \$54,127.26
- Item 25 – Geotextile - \$186,035.00
- Item 26 – Revetment - \$555,520.00
- Item 27 – Encasement Cap - \$105,638.00
- Item 28 – Buoys - \$7,533.00

Clarifications:

- RJ Baggett did have cost in the pipe piles which cannot be returned and in concrete testing for the marine concrete submittal.
- We were able to stop the order for Geotextile before they did anything with it so there is no cost for that.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROBT. J. BAGGETT, INC.
759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
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www.rjbaggett.com

April 3, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Replace No 57 Stone with Backfill

Mr. Clements:

We propose to provide labor, equipment and material to replace No 57 stone with In-situ soil backfill and provide a deduct for the 57 stone as follows.

Breakdown of Pricing is as follows:

- Deduct of 57 Stone – (-\$91,200.00)
- In-situ soil backfill - \$34,188.00

Total Deduct is (-\$57,012.00)

Clarifications:

- The backfill material is an estimate and will be charged at the unit rate of \$85.47 CYIP. We will only charge for what is needed.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROBT. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

April 7, 2025

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Deduct for Damaged Masonry Column

Mr. Clements:

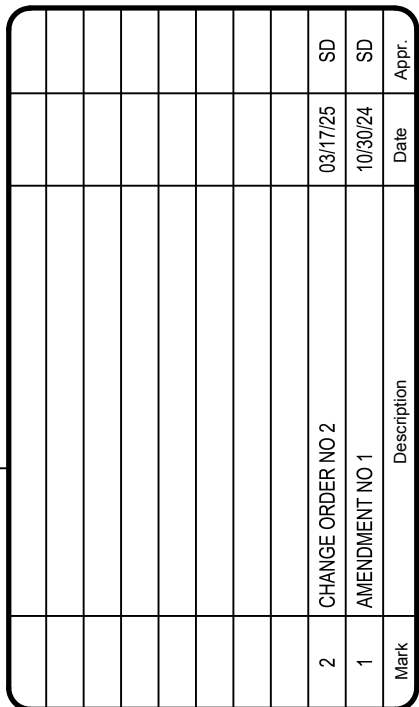
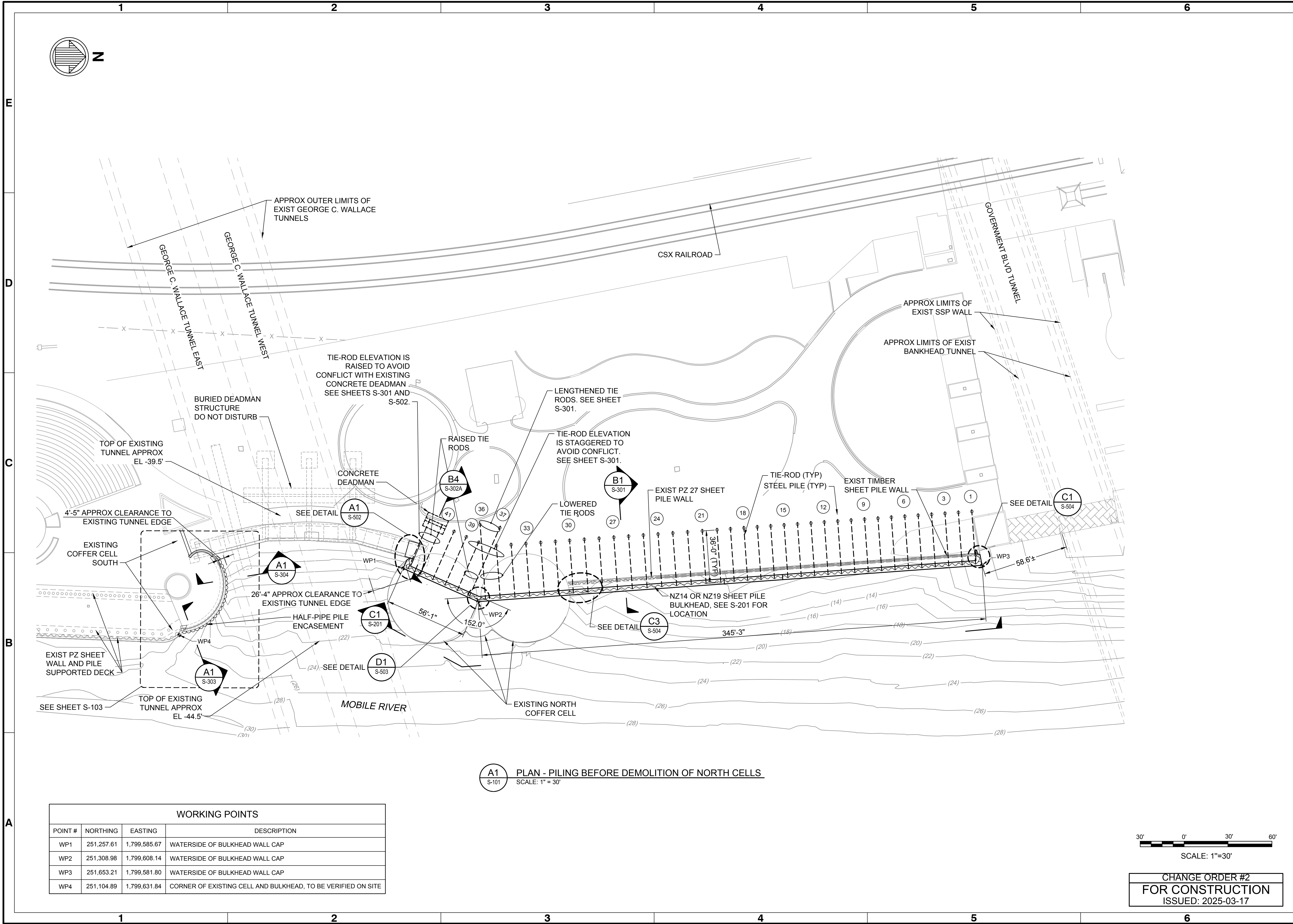
We propose to provide a deduct for the damaged masonry column for the lump sum total of Seven Thousand Seven Hundred Thirty-Five Dollars and 00/100, (-\$7,735.00).

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



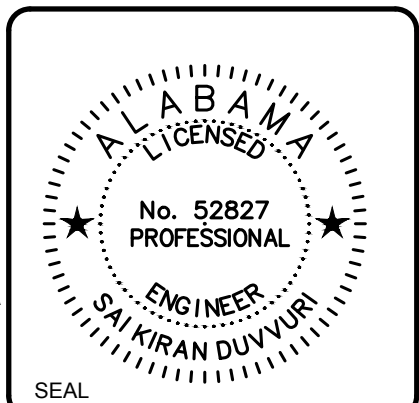
Bryant Baggett
Project Manager



MOBILE RIVERFRONT REDEVELOPMENT BULKHEAD REPLACEMENT

**PLAN - PILING BEFORE
DEMOLITION OF NORTH**

 moffatt & nichol	111 N. WATER ST., STE. 2020 MOBILE, AL 36602 (251) 378-9000 WWW.MOFFATTNICHOL.COM CERT. OF AUTH. #. ECA2676		Designed by: IS	Date: 2023-09-08	Rev.: 2
	Drawn by: IS	Card by: SD	M&N Project No: 10961-04		
	Reviewed by: SD		Drawing code: -		
	Submitted by: SAI DUVRURI, PE		Drawing Scale: 1" = 40' Plot scale: 1:1 (D SHEET)		

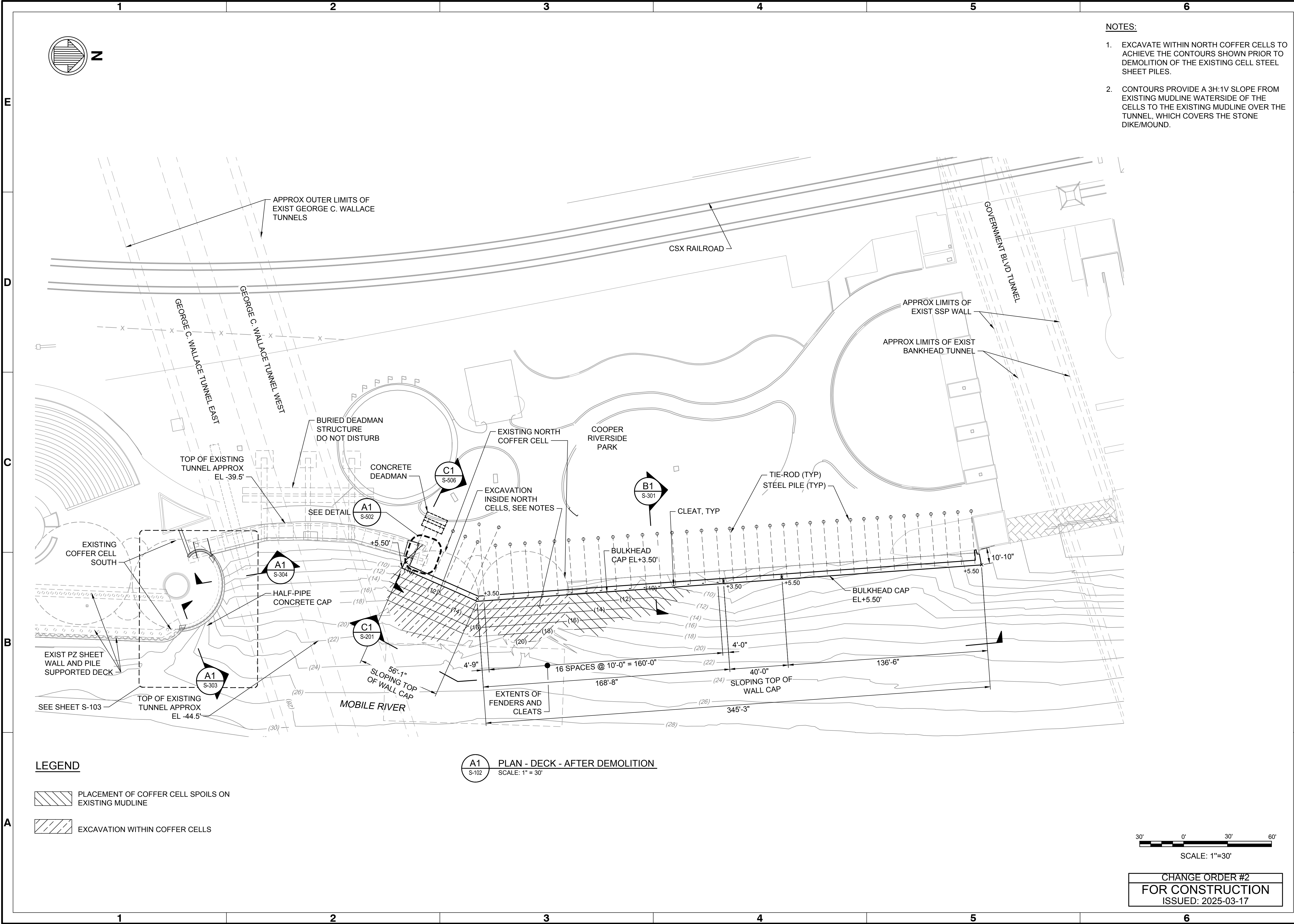


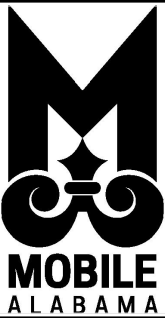
Sheet
Reference No.

S-101

INDEX: 23 OF 61

File: Q188110961-04120 CADN Active 10961-04 Mobil River Bulkhead Replacement11096104S-101 · Plotted: 3/17/2025 3:20 PM by SAMPSON ISA/AH · Saved: 3/17/2025 8:23 AM by SAMPSON





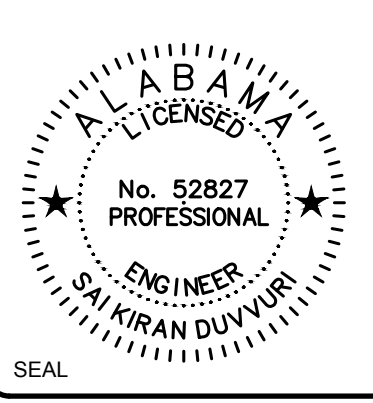
Rev	Date	By	Description
2	09/17/25	SD	CHANGE ORDER NO 2
1	10/30/24	SD	AMENDMENT NO 1

MOBILE RIVERFRONT REDEVELOPMENT

BULKHEAD REPLACEMENT

PLAN - DECK AFTER DEMOLITION

11 N WATER ST., STE. 20220	Desiged by:	IS	Rev:	2
MOBILE, AL 36602	Drawn by:	IS	M&N Project No.	10961-04
(251) 378-9000	Reviewed by:	SD	Drawing code:	-
WWW.MOFFATTNICHOL.COM	Submitted by:	SAI DUVVURI, PE	Drawing Scale:	1" = 40'
CERT. OF AUTH. # ECA2676			Plot scale:	1" (D SHEET)



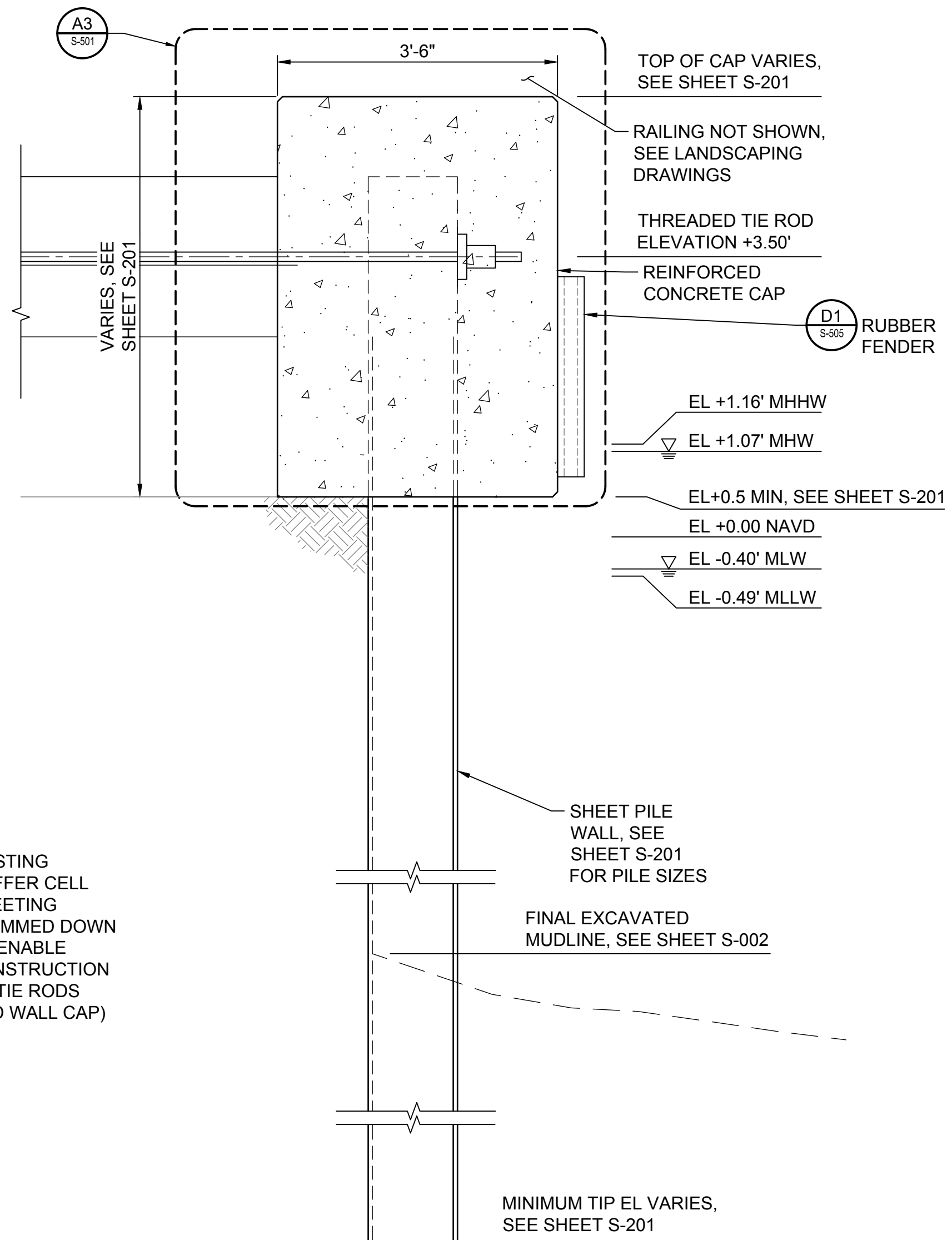
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Sheet Reference No.

S-102

INDEX: 24 OF 61

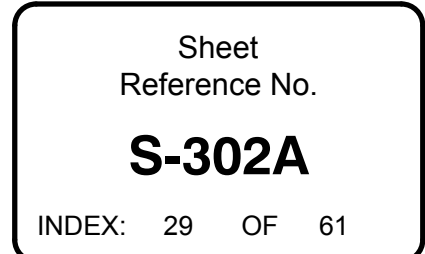
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1. CONCRETE DEADMAN IS 15'-0" LONG, CENTERED ON TIE RODS 41 & 42.
2. TERMINATE ALL REINFORCEMENT IN STANDARD 90 DEGREE HOOKS, EXCEPT THE 2 - #8 AT THE ANCHOR PLATE
3. SEE SHEET S-301 AND ITS NOTES FOR MORE INFORMATION ON BULKHEAD AND TIE RODS.

MINIMUM TIP EL VARIES,
SEE SHEET S-201

CHANGE ORDER #2
FOR CONSTRUCTION
ISSUED: 2025-03-17



Clements, Jake

From: Amberger, Nicholas
Sent: Wednesday, April 30, 2025 3:40 PM
To: Clements, Jake
Cc: Greene, Jennifer
Subject: RE: Contingency Allowance

Jake,

Please consider this as my concurrence on these items. We also need to capture/memorialize these items in a formal change order.

Thanks,
Nick

From: Clements, Jake <jake.clements@cityofmobile.org>
Sent: Monday, April 28, 2025 11:29 AM
To: Amberger, Nicholas <nick.amberger@cityofmobile.org>
Cc: Greene, Jennifer <jennifer.greene@cityofmobile.org>
Subject: Contingency Allowance

Good morning Nick,

As discussed this past Friday in the meeting with Grants, I have attached 4 signed proposals from Rob'T J Baggett, Inc., detailing the 4 tasks that were executed and paid for with the Contingency Allowances (CA).

1. Removing Granite & Brick Pavers - \$22,676.00
2. Removing & Cleaning the Floating Dock - \$22,836.00
3. Relocation of Stockpile Soil - \$74,146.00
4. Additional Sheet Piles - \$16,883.00

Total for CA No.1-4 is \$136,541.00.

Please review and respond to this email approving the 4 tasks listed to be paid for with the Contingency Allowance.

Thank you,

Jake Clements
Project Manager
Programs & Project Management
City of Mobile
Office: (251) 208-1138
Cell: (251) 431-4290
jake.clements@cityofmobile.org



Memo



TO: Contingency Allowance files

FROM: Jake Clements
Project Manager

CC: Nick Amberger, PE
Executive Director of Engineering & Infrastructure

DATE: April 30, 2025

RE: **Contingency Allowance No.1 – Additional Demo at Cooper Riverside Park**
Mobile Riverfront Redevelopment
Cooper Riverside Bulkhead Replacement
PR-029-22

On March 14, 2024, Rob'T J. Baggett, Inc. (the Contractor for the bulkhead project) submitted a proposal via email for additional demolition to remove granite and brick pavers for \$22,676.00. The contract amount is \$6,923,541.00 including a \$200,000.00 contingency allowance. This work will not change the contract amount but will reduce the contingency allowance to \$177,324.00.

The removal of the granite and brick pavers were among the list of items part of the Owner Work Plan which were required to be accomplished before Rob'T J. Baggett, Inc. could mobilize to the site. This task was not included in the original scope of work and therefore was not included in the bid package. The anticipation was to be able to salvage the granite and brick pavers, but the factor of safety of the bulkhead and wharf structures required immediate action. In addition, having Rob'T J. Baggett, Inc. executing this task allowed for mobilization to the site and construction to begin to replace the structure.

It is recommended for the City of Mobile to have this work done by change order because it would allow work under one warranty. Having a separate Contractor mobilizing and providing the above described work would be cost prohibitive and the overlap of work area with Rob'T J. Baggett, Inc. would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Jake Clements
Project Manager, Programs and Project Management

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.1

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

March 14, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Demo at Cooper Riverside Park

Mr. Clements:

We propose to provide labor, equipment and material to perform the following work....

- Removal of Granite Pavers – \$3,120.00
- Removal of Brick Pavers – \$19,556.00

Clarifications:

These prices include disposing of the pavers

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

Memo



TO: Contingency Allowance files

FROM: Jake Clements
Project Manager

CC: Nick Amberger, PE
Executive Director of Engineering & Infrastructure

DATE: April 30, 2025

RE: **Contingency Allowance No.2 – Remove Floating Dock and Clean**
Mobile Riverfront Redevelopment
Cooper Riverside Bulkhead Replacement
PR-029-22

On March 14, 2024, Rob'T J. Baggett, Inc. (the Contractor for the bulkhead project) submitted a proposal via email for removal of the floating dock and cleaning for \$22,836.00. The contract amount is \$6,923,541.00 including a \$200,000.00 contingency allowance. Prior to this work, Contingency Allowance No.1 reduced the contingency allowance to \$177,324.00. This work will not change the contract amount but will reduce the contingency allowance to \$154,488.00.

The removal of the floating dock and cleaning were among the list of items part of the Owner Work Plan which were required to be accomplished before Rob'T J. Baggett, Inc. could mobilize to the site. This task was not included in the original scope of work and therefore was not included in the bid package. Rob'T J. Baggett, Inc. was the original contractor who installed the floating dock and was previously contracted by the City to remove the dock during emergencies. Therefore, making them the most suitable Contractor for this task.

It is recommended for the City of Mobile to have this work done by change order because it would allow work under one warranty. Having a separate Contractor mobilizing and providing the above described work would be cost prohibitive and the overlap of work area with Rob'T J. Baggett, Inc. would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Jake Clements
Project Manager, Programs and Project Management

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.2

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

March 14, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Remove Floating Dock and Clean

Mr. Clements:

We propose to provide labor, equipment and material to remove the floating dock, haul to our yard to be cleaned and then haul to the City of Mobile's Boneyard for the lump sum total of Twenty-Two Thousand Eight Hundred Thirty-Six Dollars and 00/100, (\$22,836.00).

Clarifications:

- This price does NOT include unloading at the boneyard, the city will be responsible for unloading the dock structure pieces upon delivery.
- If RJ Baggett will need to unload there will be an additional cost for bringing equipment and labor to the boneyard to off load.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

Memo



TO: Contingency Allowance files

FROM: Jake Clements
Project Manager

CC: Nick Amberger, PE
Executive Director of Engineering & Infrastructure

DATE: April 30, 2025

RE: **Contingency Allowance No.3 – Relocation of Stockpiled Soil**
Mobile Riverfront Redevelopment
Cooper Riverside Bulkhead Replacement
PR-029-22

On September 12, 2024, Rob'T J. Baggett, Inc. (the Contractor for the bulkhead project) submitted a proposal via email for Relocation of Stockpile Soil for \$74,146.00. The contract amount is \$6,923,541.00 including a \$200,000.00 contingency allowance. Prior to this work, Contingency Allowance No.2 reduced the contingency allowance to \$154,488.00. This work will not change the contract amount but will reduce the contingency allowance to \$80,342.00.

This includes all items/tasks referenced in the proposal, as well as covering all costs that would have occurred and satisfying the letter dated July 23, 2024, titled Cooper Riverside Park Construction Issues that the Contractor sent to the City. This task was unforeseen and not included in the original scope of work and therefore was not included in the bid package.

It is recommended for the City of Mobile to have this work done by change order because it would allow work under one warranty. Having a separate Contractor mobilizing and providing the above referenced work would be cost prohibitive and the overlap of work area with Rob'T J. Baggett, Inc. would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Jake Clements
Project Manager, Programs and Project Management

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.3

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

September 12, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Relocation of Stockpiled Soil

Mr. Clements:

We propose to provide labor, equipment and material to relocate stockpiled material to RV city for the lump sum total of Seventy-Four Thousand One Hundred Forty-Six Dollars and 00/100, (\$74,146.00).

Clarifications:

- This price includes hauling approximately 3,275 CYIP from the site to RV city under the interstate. Base bid included using the parking lot per the bid drawings not having to haul off site.
- Price includes hauling approximately 15 loads of unknown debris from the site found during excavation. Includes wood piles, rail ties, rail and other misc concrete/wood debris.
- Includes Relocating the soil again after it had already been hauled to RV city per ALDOT.
- Includes, stone, hay bales, silt fence, visqueen and sandbags

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.3

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

July 23, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Cooper Riverside Park Construction Issues

Mr. Clements:

As you are aware we have dealt with a lot of issues since the onset of this project. We had a numerous delays at the beginning of this project due to the engineer of records prolonged responses to submittals and RFI's. We also had to wait on the city to remove the existing handrails, pavers, benches, etc which resulted in delays.

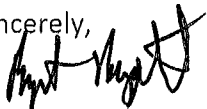
When we were finally able to mobilize to the site and proceed with the temporary shoring and excavation, we began running into a lot of unforeseen obstructions in the ground, from wood piling, concrete debris, rail ties, sheet pile walls, etc. This has caused major delays in getting the shoring installed and will more than likely continue to cause delays as we move forward with the excavation and installation of the deadman pipe piles landside. We are currently tracking this additional cost and will require compensation for this additional work.

Also during the bid process we were under the assumption (per the drawings) that we would be able to use the parking lot for reusable spoils but after the fact we are being told that material would have to be hauled to an area away from the site which is going to be an additional cost to our subcontractor that they did not have figured in his bid.

We will continue to work though these issues and make this a successful project, however you need to be aware of the unexpected issues we have been facing since the onset of the job which is costing us money. We will require additional compensation to account for these delays and unforeseen obstructions. We would be happy to set up a meeting to discuss these issues at your convenience.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager

Memo



TO: Contingency Allowance files

FROM: Jake Clements
Project Manager

CC: Nick Amberger, PE
Executive of Director of Engineering & Infrastructure

DATE: April 30, 2025

RE: **Contingency Allowance No.4 – Additional Sheet Piles**
Mobile Riverfront Redevelopment
Cooper Riverside Bulkhead Replacement
PR-029-22

On October 30, 2024, Rob'T J. Baggett, Inc. (the Contractor for the bulkhead project) submitted a proposal via email for additional sheet piles for \$16,883.00. The contract amount is \$6,923,541.00 including a \$200,000.00 contingency allowance. Prior to this work, Contingency Allowance No.3 reduced the contingency allowance to \$80,342.00. This work will not change the contract amount but will reduce the contingency allowance to \$63,459.00.

This task is needed due to the new location of the new bulkhead. While driving sheet piles for the proposed bulkhead wall, obstructions were encountered preventing the sheet piles from being driven to the required tip elevation. The Contractor was then instructed by the Engineer of Record to probe in the area to find a potential path, free of obstructions, for the new bulkhead wall. This resulted in a new bulkhead wall path, approximately 3 feet and 4 inches east, which has increased the total linear feet of the new bulkhead and required additional sheet pile to be procured. This task was unforeseen and therefore was not included in the bid package.

It is recommended for the City of Mobile to have this work done by change order because the Contractor was already mobilized and had the required machinery and trades at the site, reducing unit costs. It would also allow work under one warranty. Having a separate Contractor mobilizing and providing the above described work would be cost prohibitive and the overlap of work area with Rob'T J. Baggett, Inc. would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Jake Clements
Project Manager, Programs and Project Management

ROB'T. J. BAGGETT, INC.

759 Holcombe Avenue
Mobile, AL. 36606

Contingency Allowance
Line Item No.4

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

October 30, 2024

Mr. Jake Clements
City of Mobile, Cooper Riverside Park
P.O. Box 1827
Mobile, AL 36633

RE: Additional Sheet Piles

Mr. Clements:

We propose to provide and install 2ea pairs of NZ19 at 50' long and recoat a single sheet (already on site) for the lump sum total of Sixteen Thousand Eight Hundred Eighty-Three Dollars and 00/100, (\$16,883.00).

Cost of new sheets and recoating existing sheet - \$12,683.00

Cost of Installation - \$4,200.00

Clarifications:

- The additional sheets are needed due to the new location of the new bulkhead wall.
- This price does include the installation of the new sheets.

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,



Bryant Baggett
Project Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2024

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 McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Brandi Woodruff / Ext 9608 PHONE (A/C, No, Ext): 1-800-476-2211 E-MAIL ADDRESS: Brandi.Woodruff@mcgriff.com FAX (A/C, No):														
INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC 759 Holcombe Avenue Mobile, AL 36606	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :LM Insurance Corporation</td><td>33600</td></tr><tr><td>INSURER B :Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C :The First Liberty Insurance Corporation</td><td>33588</td></tr><tr><td>INSURER D :Starr Indemnity & Liability Company</td><td>38318</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 :LM Insurance Corporation	33600	INSURER B :Liberty Insurance Corporation	42404	INSURER C :The First Liberty Insurance Corporation	33588	INSURER D :Starr Indemnity & Liability Company	38318	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:7KZWE27P

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 ☒ Limited Job Site Pollution ☒ Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	TB5-Z51-291805-044	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Total Agg Lmt-All Proj/Loc \$ 25,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	AS2-Z51-291805-014	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	1000587178241	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC2-Z51-291805-024 Includes USL&H for AL, LA, MS	06/30/2024	06/30/2025	☒ 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)

RE: Mobile Riverfront - Cooper Riverside Redevelopment Cooper Riverside Park Mobile, AL 36602, PR-029-22 Riverside Redevelopment Phase 1

City of Mobile is Additional Insured as respects to General Liability, Automobile Liability and Excess Liability as required by written contract. General Liability coverage is primary and non-contributory as required by written contract. Waiver of Subrogation applies in favor of the City of Mobile with respects to Workers' Compensation, General Liability, Automobile Liability and Excess Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide (30) days Notice of Cancellation (except for non payment) to the certificate holder shown below. General Liability policy includes contractual liability for "insured contracts" only as defined by the policy.

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



ISSUED FOR CONSTRUCTION DOCUMENTS

Mobile Riverfront Redevelopment – South Coffey Cell – Change Order No 2

Prepared by

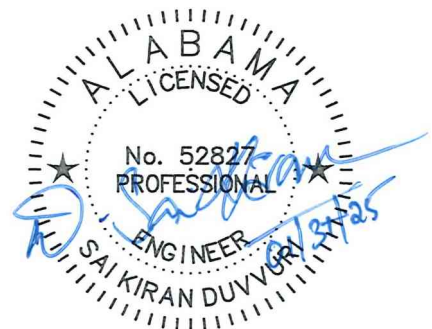


moffatt & nichol

11 North Water Street Suite 20220

Mobile, Alabama 36602

(T) 251-378-9000



January 31, 2025

PROJECT TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 01 - GENERAL REQUIREMENTS

01 01 00	MOBILIZATION AND DEMOBILIZATION
01 10 00	MEASUREMENT AND PAYMENT
01 11 00	SUMMARY OF WORK
01 78 00	CLOSEOUT SUBMITTALS

DIVISION 02 - EXISTING CONDITIONS

02 41 00	DEMOLITION
----------	------------

DIVISION 03 - CONCRETE

03 31 30	MARINE CONCRETE
----------	-----------------

DIVISION 05 - METALS

05 50 13	MISCELLANEOUS METAL FABRICATIONS
----------	----------------------------------

DIVISION 09 - FINISHES

09 97 13	COATING OF STEEL WATERFRONT STRUCTURES
----------	--

DIVISION 26 - ELECTRICAL

26 42 13	CATHODIC PROTECTION BY GALVANIC ANODES
----------	--

DIVISION 31 - EARTHWORK

31 00 00	EARTHWORK
31 41 16	METAL SHEET PILING
31 62 16	STEEL PIPE PILES

DIVISION 33 - UTILITIES

33 51 43	INSTRUMENTATION AND PERFORMANCE MONITORING OF STRUCTURES
----------	--

Change Order No. 2						
SCOPE	ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE (US DOLLARS)	TOTAL AMOUNT (US DOLLARS)
GENERAL CONDITIONS	1.0	Mobilization and Demobilization	LS	1		
	2.0	Vibration Monitoring	LS	1		
DEMOLITION & EARTHWORK	3.0	Demolition	LS	1		
	4.0	Landside Earthwork	LS	1		
	5.0	Waterside Excavation and Disposal	CY	580		
	6.0	Reimbursement for Damaged Concrete Pavement	SF	-		
BULKHEAD CONSTRUCTION	7.0	Bulkhead Wall	LF	55		
	8.0	Bulkhead Closures	LS	1		
	9.0	Tieback System	EA	6		
	10.0	Bulkhead Wall Cap	CY	36		
	11.0	Deadman Deck and Retaining Wall	CY	10		
	12.0	Museum Bulkhead Demolition Restoration	LS	1		
	13.0	Cathodic Protection System	LS	1		
		TOTAL AMOUNT	-----	-----	-----	

SECTION 01 10 00**MEASUREMENT AND PAYMENT****PART 1 - GENERAL****1.01 SECTION INCLUDES**

The following generally defines the bid items as presented in the Schedule of Bid Items. This summary shall not be construed to restrict or limit the scope of work as required by the drawings and/or specifications. The intent of this section is to explain, in general, what is and is not included within each project bid item (item to be paid) and identify cut-off points where one bid item ends, and another begins. If no bid item exists for a portion of the work, include the costs in a related bid item. Bid Item Quantities are based on plan quantities and are for information only. Final Payment is based on satisfactory completion of each item at the total lump sum as shown in the Schedule of Bid Items. The lump sum price for each item shall include the furnishing of all labor, materials, tools, equipment, and incidentals to complete each bid item.

1.02 RELATED SECTIONS**PART 2 - PRODUCTS – NOT USED****PART 3 - EXECUTION – NOT USED****PART 4 - COMPENSATION****4.01 GENERAL****A. Bid Item 1.0: Mobilization and Demobilization**

1. This bid item consists of:
 - a. Mobilization of materials, equipment, personnel, and other pre-construction expenses necessary for start of the work as required to assemble and set up the project excluding the cost of construction material.
 - b. Demobilization of the above after completion of the project and cleanup of the site.
 - c. Sixty percent (60%) of the lump sum price will be paid to the CONTRACTOR upon completion of mobilization to the work site and the remaining forty percent (40%) will be paid to the CONTRACTOR upon completion of demobilization.
2. In the event that the ENGINEER considers the amount in this item, sixty percent (60%) and forty percent (40%) which represents mobilization and demobilization respectively, does not bear a reasonable relation to the cost of the Work in this contract, the ENGINEER may require the CONTRACTOR to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the ENGINEER will result in payment of actual mobilization costs, as determined by the ENGINEER at the completion of mobilization, and actual demobilization costs at the completion of demobilization, and payment of the remainder of this item in the final payment under this contract. The determination of the ENGINEER is not subject to appeal.

3. All costs connected with mobilization and demobilization of all the CONTRACTOR's plant, equipment, personnel, and those of his subcontractors and such others costs as may be denoted in the contract documents shall be paid for at the contract lump sum price.

B. Bid Item 2.0: Vibration Monitoring

1. This bid item consists of:
 - a. Installation, maintenance, and removal of vibration monitoring equipment for the existing Wallace tunnel.
 - b. Development of monitoring control program
 - c. Performance of preliminary pile driving vibration monitoring program.
 - d. Submission of vibration monitoring reports.
2. Payment shall be made at the Lump Sum bid price.

4.02 DEMOLITION & EARTHWORK

A. Bid Item 3.0: Demolition

1. This bid item consists of:
 - a. Demolition and removal of all items required for demolition; demolition and salvage of all items so indicated or specified.
 - b. These include, but are not limited to:
 - 1) Light pole and foundation
 - 2) Coffey Cell Steel Railing and Fendering
 - 3) Statue Foundation, Fountain, Stairs, Coffey Cell Brick and Concrete Wall, Planter Walls
 - 4) Concrete Pavement
 - 5) Coffey Cell Concrete Interior and Sheet Piling Caps
 - 6) Deadman Deck
 - 7) Coffey Cell Sheet Piling
2. Payment shall be made at the Lump Sum bid price.

B. Bid Item 4.0: Landside Earthwork

1. This bid item consists of:
 - a. All excavation, temporary stockpiling, disposal of excess materials, backfilling, and compaction performed landside of the coffer cell waterside perimeter, above the bottom of the coffer cell interior cap.
 - b. Sediment and erosion control measures.
2. Payment shall be made at the Lump Sum bid price.
3. No additional payment shall be made for over-excavation below the lines and grades shown in the Contract Drawings.

C. Bid Item 5.0: Waterside Excavation and Disposal

1. This bid item consists of:
 - a. Excavation and disposal of the soils waterside of the new bulkhead wall, within the coffer cell. These are located below the bottom of the coffer cell interior concrete cap.
2. Payment shall be made at the Unit bid price per Cubic Yard of in-place materials that are excavated and disposed.
3. No additional payment shall be made for over-excavation below the lines and grades shown in the Contract Drawings.

D. Bid Item 6.0: Reimbursement for Damaged Concrete Pavement

1. This bid item covers the cost for the contractor to reimburse the client for the repair or replacement of concrete pavement damaged during the course of work. The reimbursement will be calculated based on the estimated cost of materials, labor, and equipment required to restore the concrete pavement to its original condition, as determined by the Owner or their representative.
2. Payment will be made based on the contractor's submitted estimated cost to replace pavement in kind, subject to review by the Owner's representative and approval by the Owner. The contractor is required to provide itemized documentation of all estimated costs.
3. Damaged pavement shall be measured by the square foot of damaged pavement outside of the limits of demolition shown in the contract drawings.

4.03 BULKHEAD CONSTRUCTION

A. Bid Item 7.0: Bulkhead Wall

1. This bid item consists of:
 - a. Providing NZ42 sheet piles for new bulkhead wall.
 - b. Record survey of bulkhead alignment after installation.
2. Payment shall be made at the Unit bid price per plan Linear Feet of wall.

B. Bid Item 8.0: Bulkhead Closures

1. This bid item consists of:
 - a. Installation of compaction grout columns, post-installed rebars into existing concrete, and museum bulkhead restoration concrete placement to form closures of the new bulkhead wall between new and existing sheet piles.
2. Payment shall be made at the Lump Sum bid price.

C. Bid Item 9.0: Tieback System

1. This bid item consists of:
 - a. Providing all steel shapes and hardware for new tieback system including concrete pile plugs, steel pipes, tie-rod sleeves, #18 and #28 tie rods, couplers, nuts, washers, anchor plates, PVC sleeves, etc. based on the design shown in the plans, except as noted below.

- b. Transportation to the site and installation of 36" steel pipe deadman piles, which have already been procured by the Owner and are in storage.
 - 2. Payment shall be made at the Unit bid price per Each tieback.
- D. Bid Item 10.0: Bulkhead Wall Cap
 - 1. This bid item consists of:
 - a. Providing the new bulkhead wall cast-in-place concrete cap
 - 2. Payment shall be made at the Unit bid price per Cubic Yard of concrete.
- E. Bid Item 11.0: Deadman Deck and Retaining Wall
 - 1. This bid item consists of:
 - a. Providing the cast-in-place concrete deck above the existing deadman beams and integral retaining wall.
 - 2. Payment shall be made at the at the Unit bid price per Cubic Yards of concrete.
- F. Bid Item 12.0: Museum Bulkhead Demolition Restoration
- G. This bid item consists of:
 - a. Reconstruction of the existing museum bulkhead platform where selectively demolished for construction of the new bulkhead.
- 2. Payment shall be made at the at the Lump Sum Bid Price.
- H. Bid Item 13.0: Cathodic Protection System
 - 1. This bid item consists of:
 - a. Designing and providing of the cathodic protection system for the new bulkhead wall.
 - b. Dive inspection and repair, if required, of the existing cathodic protection system for the museum bulkhead within the project limits.
 - 2. Payment shall be made at the Lump Sum bid price.

***** END OF SECTION *****

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Agreement, General Conditions of the Contract, Supplemental General Conditions of the Contract, Special Provisions, Technical Specifications, and Construction Drawings, Addenda and Modifications are binding on all Work required for this Project.
- B. Mobile Riverfront Bulkhead Development – Phase 1 – South Coffey Cell Construction Drawings Issued for Bid / Issued for Construction Drawings and Technical Specifications prepared by Moffatt & Nichol dated January 31, 2025.

1.02 PERMITS

The Regulatory Permits: The Contractor shall abide by provisions stipulated in the Regulatory Permits received for this Project. The Regulatory Permits include the following:

- A. US Army Corps of Engineers (ACOE) Nationwide Permit No. SAM 2023-00241-LML dated April 7, 2023.
- B. City of Mobile Building Department Permit - Contractor to Obtain (fees excluded)

1.03 SCOPE OF WORK

The work covered by these specifications consists of furnishing all equipment, materials, and labor, and performing all operations required for construction of the work located in Mobile, AL, herein termed Mobile Riverfront South Coffey Cell, as described and in accordance with the Contract Documents. Major tasks associated with these items of work are included but are not limited to the following.

- A. Mobilization and Demobilization
- B. Demolition
- C. Turbidity and Erosion Control Measures
- D. Earthwork and Compaction
- E. Construction of Bulkhead and Tieback System
- F. Construction of Deadman Deck and Retaining Wall
- G. Instrumentation and Monitoring of Wallace Tunnel
- H. New Bulkhead Cathodic Protection System and Inspection of Existing Museum Bulkhead System
- I. All Miscellaneous Requirements Not Specifically Noted Here but Required by the Plans and Specifications.

1.04 LAYOUT OF THE WORK

The Owner shall provide information to the Contractor regarding benchmarks for the project. The Contractor shall be responsible for all detailed construction survey and stakeout.

1.05 EXCLUSIONS

The following is excluded from the Contractor's Scope of Work:

- A. Regulatory permitting:
 - 1. Commencement and closeout notification to ACOE and ADCNR, to be completed by Owner's Engineer.
- B. Work to be performed by Owner:
 - 1. The Owner will remove the existing statue from its pedestal prior to the beginning of any onsite activity by the contractor. See construction drawings V-101 and V-901.
- C. Procurement of deadman steel pipe piling:
 - 1. The Owner has already procured the deadman pipe piling, which is currently stored by the Owner at an offsite location. The Contractor is responsible for loading, transporting, and unloading the piling at the site.
 - 2. The storage location's address is 850 Owens St, Mobile, AL 36604.

1.06 MATERIALS AND METHODS

All materials and methods of construction used on this Project shall conform to the qualifications established by the Contract Documents.

1.07 PROJECT REFERENCES

- A. Geotechnical report prepared by Geotechnical Engineering-Testing, Inc, dated March 15, 2023.
 - 1. Refer to Appendix A.
- B. Underwater Inspection Finding Report prepared by Moffatt & Nichol, dated September 1, 2022. (Moffatt & Nichol Project No. 10961-04)
 - 1. Refer to Appendix B.
- C. Topographical Property Boundary Survey prepared by McCrory Williams dated January 13, 2023. Topographical Survey prepared by Rowe Engineering and Surveying dated January 13, 2023.
 - 1. Refer to Appendix C.
- D. Bathymetric Survey prepared by Rowe Engineering and Surveying dated October 3, 2022. Surveyor of Record, Cecil Hudson, PLS (29983).
 - 1. Refer to Appendix D.

1.08 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings and property boundaries.
- B. Provide access to and from site as required by law and by Owner.

- C. Do not obstruct the access route to the site by parking construction equipment or personnel vehicles outside of construction fence along the museum bulkhead.
- D. The site is immediately adjacent to the museum bulkhead, and further south the cruise terminal. Vessels will moor at these locations during construction. At the beginning of work, coordinate with the Owner to establish the location of work barges and required offsets between barges and moored vessels.
- E. Utility Systems
 - 1. Maintain access to existing piping, valves, fittings and fire hydrants. If necessary to restore access, promptly move equipment and materials for the work.
 - 2. Except for work specifically covered by this project, do not adjust components of the existing systems without prior approval by the Owner.

1.09 EXISTING WORK

- A. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which must remain.

1.10 SUPERVISION AND SUPERINTENDENT

The Contractor or competent Superintendent must be on the Project when construction activities are taking place. The Superintendent shall supervise, direct, and control the Contractor's operations, personnel, work and the Subcontractor's operations. The Contractor shall give the Owner and Engineer written notification of the name of the Superintendent. The Superintendent shall be employed by the General Contractor and shall be assigned to the project full-time. The Superintendent shall be incidental to mobilization. A copy of the Drawings and Specifications shall be available on the project site at all times.

1.11 INSPECTION

- A. The Contractor shall keep the Owner or duly appointed representative fully informed of contract operations and plans so that a representative may arrange to be present at various times that work is being performed.
- B. Contractor's Work Log & Monthly Report
 - 1. The Contractor shall complete the daily work log at the end of each working day and make available to the Owner upon request.
 - 2. The Contractor shall prepare and submit a monthly progress report with sufficient detail and figures to clearly represent the work completed, hindrances, and progress as it relates to the contract schedule. Progress report will be reviewed each month with Owner prior to submitting pay application.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

***** END OF SECTION *****

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 SUBMITTALS

- A. The Contractor shall submit the following in accordance with the Contract Documents. Note that approval of the submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the specifications nor from responsibility of errors of any sort in the submittals.
- B. Closeout Submittals
 - 1. Project Record Documents and Samples.
 - a. As-Built Drawings
 - 2. Final Inspections.
 - a. Dive Inspection of Existing Museum Bulkhead Cathodic Protection System
 - b. Cathodic Protection System Repair Procedures and Completion Report (if required)

1.02 PROJECT RECORD DOCUMENTS AND SAMPLES

- A. As-Built Drawings
 - 1. As work progresses, the Contractor shall keep an up-to-date set of as-built drawings. As-built drawings are the latest set of as-bid documents including addenda and revisions in place prior to formal Notice to Proceed with red line or text marks made on the drawings or attachments made therewith. Such marks or attachments shall be a complete and comprehensive reference to all changes to as-bid documents.
 - 2. Maintain the as-built drawings using one set of full-size contract drawings kept at the jobsite, which shall be available for review by the Engineer at all times. Upon completion of the work, deliver the marked set of prints to the Engineer. Requests for partial payments will not be approved until the marked prints are delivered to the Engineer.
 - 3. Delivery of the as-built drawings to the Engineer shall be accompanied by the following required surveys performed during construction:
 - a. Existing Coffey Cells, Museum Bulkhead, and Deadman Survey and Documentation
 - b. As-Built Bulkhead Wall Piling Survey
- B. Dive Inspection of Existing Museum Bulkhead Cathodic Protection System
 - 1. After completion of construction and de-mobilization of all barges, utilize divers to locate and inspect the existing museum bulkhead cathodic protection system, shown on the construction drawing reference sheets.
 - 2. Inspect the wiring to ensure that it has not been cut by barge spud piles or any dropped construction demolition debris.

3. Inspection shall occur from the north end of the anodes and wiring to the greater distance of the east corner of the new bulkhead or the southernmost location of barge spudding during construction.
 4. Submit a report confirming whether any discontinuities were encountered and their locations.
- C. Cathodic Protection System Repair Procedures and Completion Report
1. If the inspection report encounters discontinuous wires, submit repair procedures to re-splice the wires using waterproof splices.
 2. After approval of repair procedures, perform repairs and submit completion report confirming repair of each location and representative photos of repairs.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

***** END OF SECTION *****

SECTION 02 41 00

DEMOLITION

PART 1 - GENERAL

1.01 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
 - 1. American National Standards Institute (ANSI): A10.6, Safety Requirements for Demolition Operations.
 - 2. Occupational Safety and Health Administration (OSHA), U.S. Code of Federal Regulations (CFR) Title 29 Part 1926—Occupational Safety and Health Regulations for Construction.
 - 3. Environmental Protection Agency (EPA), U.S. Code of Federal Regulations (CFR), Title 40:
 - a. Part 61 – National Emission Standards for Hazardous Air Pollutants.
 - b. Part 82 – Protection of Stratospheric Ozone.
 - c. Part 273 – Standards for Universal Waste Management.

1.02 DEFINITIONS

- A. ACM: Asbestos-containing material.
- B. Demolition: Dismantling, razing, destroying, or wrecking of any fixed building or structure or any part thereof. Demolition also includes removal of pipes, manholes tanks, conduit, and other underground facilities, whether as a separate activity or in conjunction with construction of new facilities.
- C. Modify: Provide all necessary material and labor to modify an existing item to the condition indicated or specified.
- D. Relocate: Remove, protect, clean, and reinstall equipment, including electrical, instrumentation, and all ancillary components required to make the equipment fully functional, to the new location identified on the Drawings.
- E. Renovation: Altering a facility or one or more facility components in any way.
- F. Salvage/Salvageable: Remove and deliver, to the specified location(s), the equipment, building materials, or other items so identified to be saved from destruction, damage, or waste; such property to remain that of Owner. Unless otherwise specified, title to items identified for demolition shall revert to Contractor.

1.03 SUBMITTALS

- A. Informational Submittals:
 - 1. Submit proposed demolition/renovation plan, in accordance with requirements specified herein, for approval before such Work is started.
 - 2. Submit proposed construction phasing plan, in accordance with requirements specified herein, for approval before such Work is started.

3. Submit copies of any notifications, authorizations and permits required to perform the Work.
 4. Copies of reports and other documentation are required for abandoning wells.
- B. Existing Buried Structures Survey and Documentation
- C. Existing Light Pole Wiring Records

1.04 REGULATORY AND SAFETY REQUIREMENTS

- A. When applicable, demolition Work shall be accomplished strictly per 29 CFR 1926-Subpart T.
- B. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the General Conditions, Contractor's safety requirements shall conform to ANSI A10.6.

1.05 DEMOLITION/RENOVATION PLAN

- A. The demolition/renovation plan shall provide for safe conduct of the Work and shall include:
1. Detailed description of methods and equipment to be used for each operation, including protection for public, property, and workers.
 2. Contractor's planned sequence of operations, including coordination with other work in progress.
 3. Disconnection schedule of utility services.
- B. After the submittal is reviewed by the Engineer, a pre-construction meeting will be held to discuss the Engineer's comments and concerns while obtaining feedback from the contractor. The submittal revision shall incorporate changes determined by the meeting.

1.06 CONSTRUCTION PHASING PLAN

- A. The construction phasing plan shall provide for safe conduct of the Work and shall include:
1. Sequence of each activity described in the construction phasing notes with the Drawings, as pertains to the contractor's proposed means and methods, including any proposed deviations from those notes.
 2. Any additional activities required for the contractor's means and methods of constructing the work.
- B. After the submittal is reviewed by the Engineer, a pre-construction meeting will be held to discuss the Engineer's comments and concerns while obtaining feedback from the contractor. The submittal revision shall incorporate changes determined by the meeting.

1.07 EXISTING BURIED STRUCTURES SURVEY AND DOCUMENTATION

- A. Limited drawings are available from the construction of the museum waterfront, which raised grade at the south coffer cell, capped the cell interior with concrete, raised the perimeter sheet piling concrete cap, and added the stairs and planter walls. Only drawings for the bulkhead are available, and in some places they conflict with recent at-grade surveys. The construction drawing details for interfacing with the existing structures have been developed on assumed conditions from the available drawings and survey and may differ from actual conditions. Therefore, after excavation has exposed the buried structures, and limited demolition of surface

features has been performed, survey and documentation of the structures is required to confirm existing conditions so that the construction drawings may be revised as required.

- B. The buried structures of interest, as well as survey and documentation requirements, are listed on construction drawing S-003.
- C. Submit the survey to the Engineer for review as a georeferenced electronic file which can be incorporated into AutoCAD software. Each survey point shall have horizontal and vertical coordinates in the project datum.
- D. Demolition of below-grade structures may not begin until the survey and documentation has been reviewed and the construction drawings updated.

1.08 Existing Light Pole Wiring Records

- A. The pathing of electrical wiring to and from the light pole foundation to be demolished is unknown. Survey all buried conduit uncovered excavation and demolition before removing it.
- B. Submit the following records:
 - a. Surveyed buried conduit pathing
 - b. Estimated conduit pathing from pre-demolition utility tracing
 - c. Location of feed source for the light pole and the identification of its circuit
 - d. Plan for terminating electrical feed in an approved manner

1.09 COFFER CELL FILL

- A. The few available drawings of the coffer cell from the Wallace Tunnel construction do not refer to its fill. Refer to project boring L-4, performed in one of the two coffer cells north of the tunnel. Boring L-5, performed in the south coffer cell, was obstructed at the pavement level.
- B. Dive inspection of the coffer cell piling in 2022 reported multiple holes in the sheet piling with loss of fill. Refer to Appendix B. Therefore, there may be soil subsidence within the cell below the interior concrete cap.
- C. The same inspection reported rock within the holes in the piling where the cell piling contacts the existing deadman, at the west closure.

1.10 SEQUENCING AND SCHEDULING

- A. The Work of this Specification shall not commence until Contractor's demolition/renovation plan has been approved by the Engineer.
- B. Include the Work of this Specification in the progress schedule.

1.11 USE OF EXPLOSIVES

Not permitted.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 EXISTING FACILITIES TO BE DEMOLISHED OR RENOVATED

- A. Facilities:
 - 1. Not applicable.
- B. Structures:
 - 1. All structures listed herein shall be removed in the sequence on construction drawing S-002.
 - 2. The light pole foundation, planter walls, fountain, stairs, and statue pedestal, shall be demolished in their entirety.
 - 3. The light pole and its luminaire shall be removed and salvaged. See storage requirements on the demolition drawings.
 - 4. The deadman deck, coffer cell interior concrete cap, coffer cell sheet piling concrete cap, and attached rubber fendering shall be fully demolished within the limits shown in the construction drawings.
 - 5. The steel railing attached to the coffer cell sheet piling concrete cap shall be removed and salvaged. See storage requirements on the demolition drawings.
 - 6. The museum bulkhead shall be partially demolished within the limits shown in the construction drawings, which are intended to above avoid interference with the load path that ties the museum bulkhead sheet piling to the relieving platform.
 - 7. The coffer cell sheet piling shall be removed to existing mudline to the limits shown in the construction drawings.
- C. Relocation of Utilities and Related Equipment:
 - 1. Notify Owner or appropriate utilities to turn off affected services at least 48 hours before starting demolition or renovation activities.
 - 2. Remove existing utilities as indicated and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by Engineer.
 - 3. When utility lines are encountered that are not indicated on the Drawings, notify Engineer and Owner prior to further work in that area.
 - 4. Terminate existing buried electrical conduit routed between existing light pole foundations as follows:
 - a. Pull conductor out of conduit back to the nearest light pole to remain, while simultaneously pulling through detectable tracing tape.
 - b. Demolish conduit to the limits of excavation.
 - c. Provide a permanent leak-proof cap or plug for conduit.
- D. Paving and Slabs:
 - 1. Demolish concrete paving and slabs, including aggregate base, as indicated.

2. Provide neat saw cuts at limits of pavement removal as indicated.

E. Concrete:

1. Core drill corners of new openings to avoid overcutting adjacent reinforcing in existing concrete to remain. Sawcut concrete along straight lines to a depth of not less than 2 inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished Work, and the remaining concrete is sound.
2. At locations where the broken faces cannot be concealed, grind smooth or saw cut entirely through the concrete. Repair exposed rebar ends and embeds as shown on Drawings.
3. Where new concrete adjoins existing concrete, thoroughly clean and mechanically roughen existing concrete surfaces to roughness profile of 1/4 inch. Rebar and small embeds at existing concrete may be required to remain to engage new concrete. Saturate surface with water for 24 hours prior to placing new concrete. The new Work shall tie into the existing construction as shown in the Drawings.

F. Electrical:

1. Cut off concealed or embedded conduit, boxes, or other materials a minimum of 3/4 inch below final finished surface.
2. Rework existing circuits or provide temporary circuits as necessary during renovation to maintain service to existing lighting and equipment not scheduled to be renovated. Existing equipment and circuiting shown are based upon limited field surveys. Verify existing conditions, make all necessary adjustments, and record the Work on the Record Drawings. This shall include, but is not limited to, swapping and other adjustments to branch circuits and relocation of branch circuit breakers within panelboards as required to accomplish the finished work.

3.02 PROTECTION

A. Dust and Debris Control:

1. Prevent the spread of dust and debris and avoid the creation of nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.
2. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to vehicular traffic.

B. Traffic Control Signs: Where pedestrian or driver safety could be endangered in the area of removal Work, use traffic barricades with flashing lights.

C. Existing Work:

1. Survey the site and examine the Drawings and Specifications to determine the extent of the Work before beginning any demolition or renovation.
2. Take necessary precautions to avoid damage to existing items scheduled to remain in place, to be reused, or to remain the property of the Owner; any Contractor-damaged items shall be repaired or replaced as directed by Engineer.
3. Ensure that structural elements are not overloaded as a result of or during performance of the Work. Responsibility for additional structural elements or increasing the strength of existing structural elements as may be required as a result of any Work performed under

this Contract shall be that of the Contractor. Repairs, reinforcement, or structural replacement must have Engineer approval.

4. Do not overload pavements to remain.
- D. Weather Protection: Protect at all times materials and equipment from weather.
- E. Facilities:
 1. Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.
 2. Floors, roofs, walls, columns, pilasters, and other structural elements that are designed and constructed to stand without lateral support or shoring and are determined by Contractor to be in stable condition, shall remain standing without additional bracing, shoring, or lateral support until demolished, unless directed otherwise by the Engineer.
 3. Protect all facility elements not scheduled for demolition.
 4. Provide interior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities.
- F. Protection of Personnel:
 1. During demolition, continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site.
 2. Provide temporary barricades and other forms of protection to protect Owner's personnel and public from injury due to demolition Work.
 3. Provide protective measures as required to provide free and safe passage of Owner's personnel and public to occupied portions of the structure.

3.03 BURNING

The use of burning at the Site for the disposal of refuse and debris will not be permitted.

3.04 RELOCATIONS

Perform the removal and reinstallation of relocated items as indicated with workmen skilled in the trades involved. Clean all items to be relocated prior to reinstallation, to the satisfaction of Engineer. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by Engineer.

3.05 BACKFILL

- A. Do not use demolition debris as backfill material, unless otherwise noted on the drawings.
- B. Fill excavations and other hazardous openings to 1 ft below existing grade in accordance with Section 31 00 00, Earthwork.

3.06 TITLE TO MATERIALS

- A. All items designated to be removed shall become the property of Contractor.

- B. Title to equipment and materials resulting from demolition is vested in the Contractor upon approval by Engineer of Contractor's demolition/renovation plan, and the resulting authorization by Engineer to begin demolition.
- C. All items designated to be salvaged shall be safely stored and protected from damage on the site, at a location determined by the Owner.

3.07 DISPOSITION OF MATERIAL

- A. Do not remove equipment and materials without the Engineer's approval of the Contractor's demolition/renovation plan.
- B. Repair or replace, at the discretion of Engineer, items damaged during removal or storage.
- C. Owner will not be responsible for the condition or loss of, or damage to, property scheduled to become Contractor's property after Engineer's authorization to begin demolition. Materials and equipment shall not be viewed by prospective purchasers or sold on the Site.

3.08 REUSE OF MATERIALS AND EQUIPMENT

- A. Remove and store materials and equipment listed to be reused or relocated to prevent damage and reinstall as the Work progresses.
- B. Properly store and maintain equipment and materials in same condition as when removed.
- C. Store equipment and material designated to be reused in a location designated by Owner.
- D. Equipment and material designated to be reused shall be cleaned, serviced and checked for proper operability before being put back into service.
- E. Engineer will determine the condition of equipment and materials prior to removal.

3.09 UNSALVAGEABLE MATERIAL

- A. Concrete, masonry, and other noncombustible material, except concrete permitted to remain in place, shall be disposed off-site in a legal manner.
- B. Combustible material shall be disposed of off the Site.

3.10 CLEANUP

Debris and rubbish shall be removed from basement and similar excavations. Debris and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

***** END OF SECTION *****

SECTION 03 31 30

MARINE CONCRETE

PART 1 - GENERAL

1.01 SCOPE

- A. The work includes the furnishing of all material and equipment and the performing of all labor necessary to provide marine cast-in-place concrete as shown on the Contract Drawings and as herein specified or directed by the Engineer.
- B. The work shall include but is not limited to:
 - 1. Bulkhead wall cap
 - 2. Deadman pipe pile concrete infill
 - 3. Deadman deck and retaining wall
 - 4. Existing museum bulkhead restoration
 - 5. Drilled and epoxied rebar dowels and adhesive epoxy.

1.02 RELATED SECTIONS

Section 05 50 13	Miscellaneous Metal Fabrications
Section 31 41 16	Steel Sheet Piling
Section 31 62 16	Steel Pipe Piles

1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Concrete Institute International (ACI)
 - ACI 117 (R2015) Specifications for Tolerances for Concrete Construction and Materials and Commentary
 - ACI 207.1 (R2021) Guide to Mass Concrete
 - ACI 211.1 (1991; R 2009) Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete
 - ACI 301 (2020) Specifications for Structural Concrete
 - ACI 302.1R (2015) Guide for Concrete Floor and Slab Construction
 - ACI 304.2R (2017) Placing Concrete by Pumping Methods
 - ACI 304R (2000; R 2009) Guide for Measuring, Mixing, Transporting, and Placing Concrete
 - ACI 305R (2020) Guide to Hot Weather Concreting

ACI 306.1	(1990; R 2002) Standard Specification for Cold Weather Concreting
ACI 306R	(2016) Guide to Cold Weather Concreting
ACI 308	(2016) Guide to External Curing of Concrete
ACI 308.1	(2011) Specification for Curing Concrete
ACI 318	(2019) Building Code Requirements for Structural Concrete and Commentary
ACI 347	(2014) Guide to Formwork for Concrete
ACI SP-2	(2011) ACI Manual of Concrete Inspection
ACI SP-66	(2004) ACI Detailing Manual
C. American Hardboard Association (AHA)	
AHA A135.4	(1995; R 2004) Basic Hardboard
D. American Welding Society (AWS)	
AWS D1.4/D1.4M	(2018) Structural Welding Code - Reinforcing Steel
E. ASTM International (ASTM)	
ASTM A615/A615M	(2020) Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A706/A706M	(2016) Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A934/A934M	(2019) Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064/A1064M	(2018a) Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31/C31M	(2021a) Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33/C33M	(2018) Standard Specification for Concrete Aggregates
ASTM C39/C39M	(2021) Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C42/C42M	(2020) Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C78/C78M	(2021) Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C94/C94M	(2021b) Standard Specification for Ready-Mixed Concrete
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2 inch Cube Specimens)
ASTM C143/C143M	(2020) Standard Test Method for Slump of Hydraulic-Cement Concrete

ASTM C150/C150M	(2021) Standard Specification for Portland Cement
ASTM C172/C172M	(2017) Standard Practice for Sampling Freshly Mixed Concrete
ASTM C173/C173M	(2016) Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C192/C192M	(2019) Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM C231/C231M	(2017a) Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260/C260M	(2016) Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C295/C295M	(2019) Petrographic Examination of Aggregates for Concrete
ASTM C311/C311M	(2018) Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland-Cement Concrete
ASTM C494/C494M	(2019) Standard Specification for Chemical Admixtures for Concrete
ASTM C595/C595M	(2021) Standard Specification for Blended Hydraulic Cements
ASTM C618	(2019) Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C920	(2018) Standard Specification for Elastomeric Joint Sealants
ASTM C989/C989M	(2018a) Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017/C1017M	(2013; E 2015) Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	(2017) Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM C1107/C1107M	(2020) Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
ASTM C1157/C1157M	(2020a) Standard Specification for Hydraulic Cement
ASTM C1260	(2021) Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1567	(2021) Standard Test Method for Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
ASTM C1602/C1602M	(2018) Standard Specification for Mixing Water Used in Production of Hydraulic Cement Concrete

ASTM D1751	(2018) Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D1752	(2018) Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion
ASTM D2628	(2016) Standard Specification for Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements
ASTM D5759	(2020) Characterization of Coal Fly Ash and Clean Coal Combustion Fly Ash for Potential Uses
ASTM D6690	(2021) Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
ASTM E329	(2021) Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
F.	Concrete Reinforcing Steel Institute (CRSI)
CRSI 10MSP	(2009; 28th Ed) Manual of Standard Practice
G.	National Institute of Standards and Technology (NIST)
NIST PS 1	(2009) DOC Voluntary Product Standard PS 1-07, Structural Plywood
H.	U.S. Army Corps of Engineers
CRD-C661	(2006) Antiwashout Admixtures for Concrete

1.04 SUBMITTALS

- A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Preconstruction Submittals
 - 1. Concrete Curing Plan
 - 2. Concrete Pumping Plan
 - 3. Independent Testing Laboratory Accreditation
 - 4. Independent Concrete Testing Agency Qualification
 - 5. Concrete Field Technician
 - 6. Form Removal Schedule
 - 7. Hot Weather Concrete Plan
 - 8. Cold Weather Concrete Plan (if used)
 - 9. Mass Concrete Plan (if used)
- C. Shop Drawings
 - 1. Reinforcing Steel

- D. Product Data
 - 1. Joint Sealants
 - 2. Joint Filler
 - 3. Aggregates
 - 4. Cementitious Materials
 - 5. Concrete Curing Materials
 - 6. Reinforcement
 - 7. Headed Bar Anchorages
 - 8. Admixtures
 - 9. Mechanical Reinforcing Bar Connectors
 - 10. Form Release Agent
 - 11. Pre-packaged Grout
 - 12. Adhesive epoxy for rebar dowels
- E. Design Data
 - 1. Concrete Mix Design
 - 2. Cast-in-Place Concrete
- F. Test Reports
 - 1. Concrete Mix Design
 - 2. Concrete Density
 - 3. Fly Ash
 - 4. Pozzolan
 - 5. Ground Granulated Blast-Furnace Slag
 - 6. Aggregates
 - 7. Admixtures
 - 8. Compressive Strength Tests
 - 9. Air Content
 - 10. Slump Tests
 - 11. Water
 - 12. Grout
- G. Certificates
 - 1. Reinforcing Bars
 - 2. Welder Qualifications
- H. Manufacturer's Instructions

1. Admixtures
2. Adhesive epoxy for rebar dowels
- I. Batch Tickets: Submit a delivery ticket from the concrete supplier with each batch delivered to the site setting forth the following information:
 1. Name of supplier
 2. Name of batching plant and location
 3. Serial number of ticket
 4. Date
 5. Truck number and batch number
 6. Specific job designation
 7. Volume of concrete (cubic yards)
 8. Specific class of concrete
 9. Time loaded and amount of water added
 10. Type and brand of cement and cementitious material
 11. Weight of cement and cementitious material
 12. Maximum size of aggregates
 13. Weights of coarse and fine aggregates, respectively
 14. Type and amount of admixtures
 15. Mix design designation
 16. Weight of water and water-cement ratio

1.05 DEFINITIONS

- A. "Cementitious material" as used herein shall include all portland cement, pozzolan, fly ash, ground granulated blast-furnace slag, and silica fume.
- B. "Exposed to view" means situated so that it can be seen from eye level from a normally accessible location after completion of the facility.
- C. "Chemical admixtures" are materials in the form of powder or fluids that are added to the concrete to give it certain characteristics not obtainable with plain concrete mixes.
- D. "Supplementary cementing materials" (SCM) include coal fly ash, silica fume, granulated blast-furnace slag, natural or calcined pozzolans, and ultra-fine coal ash when used in such proportions to replace the portland cement that result in improvement to sustainability and durability and reduced cost.
- E. "Cast-in-place concrete" includes all structural concrete.
- F. "Design strength" (f'c) is the specified compressive strength of concrete at time(s) specified in this section to meet structural design criteria.
- G. "Mixture proportioning" is the process of designing concrete mixture proportions to enable it to meet the strength, service life and constructability requirements of the project while minimizing the initial and life-cycle cost.

- H. "Mixture proportions" are the masses or volumes of individual ingredients used to make a unit measure (cubic meter or cubic yard) of concrete.
- I. "Pozzolan" is a siliceous or siliceous and aluminous material, which in itself possesses little or no cementitious value but will, in finely divided form and in the presence of moisture, chemically react with calcium hydroxide at ordinary temperatures to form compounds possessing cementitious properties.
- J. "Workability (or consistency)" is the ability of a fresh (plastic) concrete mix to fill the form/mold properly with the desired work (vibration) and without reducing the concrete's quality. Workability depends on water content, chemical admixtures, aggregate (shape and size distribution), cementitious content, and age (level of hydration).

1.06 MODIFICATION OF REFERENCES

Accomplish work in accordance with ACI publications except as modified herein. Consider the advisory or recommended provisions to be mandatory. Interpret reference to the "Building Official," the "Engineer," and the "Architect/Engineer" to mean the Engineer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Follow ACI 301, ACI 304R, and ASTM A934/A934M requirements and recommendations. Do not deliver concrete until forms, reinforcement, embedded items, and chamfer strips are in place and ready for concrete placement. Do not store concrete sealers with materials that have a high capacity to adsorb volatile organic compound (VOC) emissions. Do not store concrete sealers in occupied spaces.
- B. Reinforcement: Store reinforcement of different sizes and shapes in separate piles or racks raised above the ground to avoid excessive rusting. Protect from contaminants such as grease, oil, and dirt. Ensure bar sizes can be accurately identified after bundles are broken and tags removed.

1.08 QUALITY ASSURANCE

- A. Design Data
 - 1. Concrete Mix Design: Forty-five days minimum prior to concrete placement, submit a mix design for each strength and type of concrete. Submit a complete list of materials including type; brand; source and amount of cement, complementary cementitious materials, and admixtures; and applicable reference specifications. Submit mill test and all other tests for cement, complementary cementitious materials, aggregates, and admixtures. Provide documentation of maximum nominal aggregate size, gradation analysis, percentage retained and passing sieve, and a graph of percentage retained versus sieve size. Provide mix proportion data using at least three different water-cementitious material ratios for each type of mixture, which produce a range of strength encompassing those required for each type of concrete required. If source material changes, resubmit mix proportion data using revised source material. Provide only materials that have been proven by trial mix studies to meet the requirements of this specification, unless otherwise approved in writing by the Engineer. Indicate clearly in the submittal where each mix design is used when more than one mix design is submitted. Resubmit data on concrete components if the qualities or source of components changes. For previously approved concrete mix designs used within the past twelve months, the previous mix design may be re-submitted without further trial batch testing if accompanied by material test data conducted within the last six months. Obtain mix design approval from the Engineer prior to concrete placement.

2. All test reports and certificates submitted for concrete mix design approval shall be less than 6 months old.
- B. Shop Drawings
1. Reinforcing Steel: ACI SP-66. Indicate bending diagrams, assembly diagrams, splicing and laps of bars, shapes, dimensions, and details of bar reinforcing, accessories, and concrete cover. Do not scale dimensions from structural drawings to determine lengths of reinforcing bars. Reproductions of contract drawings are unacceptable.
- C. Control Submittals
1. Concrete Curing Plan: Submit proposed materials, methods, and duration for curing concrete elements in accordance with ACI 308.1.
 2. Concrete Pumping Plan: Submit proposed materials and methods for pumping concrete. Submittal shall include mix designs, pumping equipment including type of pump and size and material for pipe, and maximum length and height concrete is to be pumped.
- D. Material Safety Data Sheets: Submit Material Safety Data Sheets (MSDS) for all materials that are regulated for hazardous health effects. MSDS shall be readily accessible during each work shift to employees when they are at the construction site.
- E. Test Reports
1. Fly Ash and Pozzolan: Submit test results in accordance with ASTM C618 for fly ash and pozzolan.
 2. Ground Granulated Blast-Furnace Slag: Submit test results in accordance with ASTM C989/C989M for ground granulated blast-furnace slag.
 3. Aggregates: ASTM C1260 for potential alkali-silica reactions, ASTM C295/C295M for petrographic analysis.
- F. Field Samples
1. Field Testing Technician(s) and Independent Testing Agency must be provided by the Contractor.
 - a. Work on concrete under this contract will be performed by an ACI Concrete Field-Testing Technician Grade 1 qualified in accordance with ACI SP-2 or equivalent. Equivalent certification programs will include requirements for written and performance examinations as stipulated in ACI SP-2.
 - b. Testing agencies that perform testing services on reinforcing steel must meet the requirements of ASTM E329.
 - c. Testing agencies that perform testing services on concrete materials must meet the requirements of ASTM C1077.
- G. Independent Testing Laboratory Qualifications for Concrete Qualification Testing: The Contractor-provided concrete testing laboratory must have the necessary equipment and experience to accomplish required testing. The laboratories performing the tests shall be accredited in accordance with ASTM C1077, including ASTM C78/C78M and ASTM C1260. The accreditation shall be current and shall include the required test methods, as specified. The laboratory must be Concrete Reference Laboratory (CCRL) inspected. Furthermore, the testing shall comply with the following requirements:
- H. Acceptance Testing: Furnish all materials, labor, and facilities required for molding, curing, testing, and protecting test specimens at the site and in the laboratory. Furnish and maintain

boxes or other facilities suitable for storing and curing the specimens at the site while in the mold within the temperature range stipulated by ASTM C31/C31M.

1.09 QUALIFICATIONS FOR WELDING WORK

- A. Welding procedures shall be in accordance with AWS D1.4/D1.4M.
- B. Verify that Welder qualifications are in accordance with AWS D1.4/D1.4M or under an equivalent qualification test approved in advance. Welders are permitted to do only the type of welding for which each is specifically qualified.

PART 2 - PRODUCTS

2.01 MATERIALS FOR FORMS

- A. Provide wood, plywood, or steel. Use plywood or steel forms where a smooth form finish is required.
- B. Wood Forms: Provide lumber that is square edged or tongue-and-groove boards, free of raised grain, knotholes, or other surface defects. Provide plywood that complies with NIST PS 1, B-B concrete form panels or better or AHA A135.4, hardboard for smooth form lining.
- C. Concrete Form Plywood (Standard Rough): Provide plywood that conforms to NIST PS 1, B-B, concrete form, not less than 5/8-inch thick.
- D. Steel Forms: Provide steel form surfaces that do not contain irregularities, dents, or sags.

2.02 FORM TIES AND ACCESSORIES

Provide a form tie system that does not leave mild steel after break-off or removal any closer than 2 inches from the exposed surface. Do not use wire alone. Form ties and accessories shall not reduce the effective cover of the reinforcement.

2.03 CONCRETE MIX DESIGN

- A. Contractor-Furnished Mix Design: ACI 211.1, 211.2, ACI 301, ACI 318 and ACI 304.2R except as otherwise specified. Indicate the compressive strength (f'c) of the concrete for each portion of the structure(s) as specified below.
 - 1. Cast-in-Place Concrete (normal-weight): Applies to all locations except the existing deadman beams infill. Proportion concrete mixture as follows:
 - a. Minimum Compressive Strength: 5000 psi at 28 days for cast-in-place concrete
 - b. Maximum Water-Cementitious Materials Ratio: 0.40.
 - c. Slump: Range of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, 6-8" after adding high-range water-reducing admixture.
 - d. Air Content: Range of 5 to 8 percent.
 - e. Water-reducing admixtures are required for all marine concrete.
 - f. Anti-washout admixture is only required for the museum bulkhead restoration if the forms cannot be kept dry while placing concrete.
 - g. Corrosion-inhibiting admixture is required all marine concrete.

2. Mix Proportions for Concrete: Trial design batches, mixture proportioning studies, and testing requirements for various classes and types of concrete specified are the responsibility of the Contractor. Base mixture proportions on compressive strength as determined by test specimens fabricated in accordance with ASTM C192/C192M and tested in accordance with ASTM C39/C39M. Samples of all materials used in mixture proportioning studies shall be representative of those proposed for use in the project and shall be accompanied by the manufacturer's or producer's test report indicating compliance with these specifications. Base trial mixtures having proportions, consistencies, and air content suitable for the work on methodology described in ACI 211.1. In the trial mixture, use at least three different water-cementitious material ratios for each type of mixture, which shall produce a range of strength encompassing those required for each class and type of concrete required on the project. The maximum water-cementitious material ratio allowed shall be based on equivalent water-cementitious material ratio calculations as determined by the conversion from the weight ratio of water to cement plus pozzolan by weight equivalency method. Design laboratory trial mixture for maximum permitted slump and air content. Each combination of material proposed for use shall have separate trial mixture, except for accelerator or retarder use can be provided without separate trial mixture. Report the temperature of concrete in each trial batch. For each water-cementitious material ratio, at least three test cylinders for each test age shall be made and cured in accordance with ASTM C192/C192M and tested in accordance with ASTM C39/C39M for 7 and 28 days. From these results, plot a curve showing the relationship between water-cementitious material ratio and strength for each set of trial mix studies. In addition, plot a curve showing the relationship between 7- and 28-day strengths.
 3. Required Average Strength of Mix Design: The selected mixture shall produce an average compressive strength exceeding the specified strength by the amount indicated in ACI 301 but may not exceed the specified strength at the same age by more than 20 percent. When a concrete production facility has a record of at least 15 consecutive tests, the standard deviation shall be calculated, and the required average compressive strength shall be determined in accordance with ACI 301.
- B. Ready-Mix Concrete
1. Provide concrete that meets the requirements of ASTM C94/C94M.
 2. Ready-mixed concrete manufacturer shall provide duplicate delivery tickets with each load of concrete delivered. Provide delivery tickets with all information required by ASTM C94/C94M as well as that required by Paragraph 1.04.I.
- C. Concrete Curing Materials: Provide concrete curing materials in accordance with ACI 301 Section 5 and ACI 308.1 Section 2.

2.04 MATERIALS

- A. Cementitious Materials: For exposed concrete, use one manufacturer and one source for each type of cement, ground slag, fly ash, and pozzolan. One of the following supplementary cementitious materials or a blended cement is required: fly ash, pozzolan, ground slag.
1. Fly Ash
 - a. ASTM C618, Class F, except that the maximum allowable loss on ignition shall not exceed 6 percent. Class F fly ash for use in mitigating Alkali-Silica Reactivity shall have a Calcium Oxide (CaO) content of less than 8 percent and a total equivalent alkali content less than 1.5 percent.
 - b. Add with cement. Fly ash content shall be a minimum of 25 percent by weight of cementitious material, provided the fly ash does not reduce the amount of cement

in the concrete mix below the minimum requirements of local building codes. Where the use of fly ash cannot meet the minimum level, provide the maximum amount of fly ash permissible that meets the code requirements for cement content. Report the chemical analysis of the fly ash in accordance with ASTM C311/C311M. Evaluate and classify fly ash in accordance with ASTM D5759.

2. Raw or Calcined Natural Pozzolan: Natural pozzolan shall be raw or calcined and conform to ASTM C618, Class N, including the optional requirements for uniformity and effectiveness in controlling Alkali-Silica reaction and shall have an ignition loss not exceeding 3 percent. Class N pozzolan for use in mitigating Alkali-Silica Reactivity shall have a Calcium Oxide (CaO) content of less than 13 percent and total equivalent alkali content less than 3 percent.
 3. Ground Granulated Blast-Furnace Slag: ASTM C989/C989M, Grade 100. Slag content shall be a minimum of 40 percent by weight of cementitious material.
 4. Portland Cement: Provide cement that conforms to ASTM C150/C150M, Type II, with tricalcium aluminates (C3A) content less than 10 percent and a maximum cement-alkali content of 0.80 percent Na₂O_e (sodium oxide) equivalent. Use one brand and type of cement for formed concrete having exposed-to-view finished surfaces.
 5. Blended Cements: Blended cement shall conform to ASTM C595/C595M and ASTM C1157/C1157M, Type IP or IS, including the optional requirement for mortar expansion and consist of a mixture of ASTM C150/C150M Type I, or Type II cement and a complementary cementing material. The slag added to the Type IS blend shall be ASTM C989/C989M ground granulated blast-furnace slag. The pozzolan added to the Type IP blend shall be ASTM C618 Class F and shall be interground with the cement clinker. The manufacturer shall state in writing that the amount of pozzolan in the finished cement will not vary more than plus or minus 5 mass percent of the finished cement from lot-to-lot or within a lot. The percentage and type of mineral admixture used in the blend shall not change from that submitted for the aggregate evaluation and mixture proportioning.
- B. Water: Water shall comply with the requirements of ASTM C1602/C1602M. Minimize the amount of water in the mix. Improve workability by adjusting the grading rather than by adding water. Water shall be potable, free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances deleterious to concrete. Submit test report showing water complies with ASTM C1602/C1602M.
- C. Aggregates
1. ASTM C33/C33M, except as modified herein. Furnish aggregates for exposed concrete surfaces from one source. Provide aggregates that do not contain any substance which may be deleteriously reactive with the alkalis in the cement. Submit test report showing compliance with ASTM C33/C33M.
 2. Fine and coarse aggregates shall show expansions less than 0.08 percent at 16 days after casting when testing in accordance with ASTM C1260. Should the test data indicate an expansion of 0.08 percent or greater, reject the aggregate(s) or perform additional testing using ASTM C1567 using the Contractor's proposed mix design and proposed supplementary cementitious materials percent weight to show less than 0.08 percent expansion at 16 days after casting when tested in accordance with ASTM C1567.
 3. Aggregates shall not possess properties or constituents that are known to have specific unfavorable effects in concrete when tested in accordance with ASTM C295/C295M.
 4. Provide maximum size of coarse aggregate and gradation to conform with requirements of ACI 318 and ACI 211.1.

- D. Nonshrink Non-Metallic Cementitious Grout: ASTM C1107/C1107M with a compressive strength of 7000 psi at 7 days in accordance with ASTM C 109.
- E. Admixtures: ASTM C494/C494M: Type A, water reducing; Type B, retarding; Type C, accelerating; Type D, water-reducing and retarding; and Type E, water-reducing and accelerating admixture. Do not use calcium chloride admixtures. Submit product data for admixtures used in concrete.
1. Air-Entraining: ASTM C260/C260M.
 2. High Range Water Reducer (HRWR) (Superplasticizers): ASTM C494/C494M, Type F and ASTM C1017/C1017M.
 3. Anti-washout: CRD-C661; Master Builders (BASF) "MasterMatrix UW450", Sika "Sikament-100 SC", or approved equal. Provide at a rate of approximately 0.5 gallons per cubic yard, adjust dosage as necessary to achieve required results.
 4. Corrosion Inhibiting: ASTM C494 and C 1582.
 - a. Corrosion inhibiting admixture shall contain a minimum of 30% calcium nitrite by mass.
 - b. Dosage of corrosion inhibitor shall not be less than 3.0 gallons per cubic yard in the mix design.
- F. Expansion/Contraction Joint Filler: ASTM D1751 or ASTM D1752 Type I or II. Material shall be 1/2 inch thick, unless otherwise indicated.
- G. Joint Sealants: Submit manufacturer's product data, indicating VOC content.
1. Horizontal Surfaces, 3 Percent Slope, Maximum: ASTM D6690 or ASTM C920, Type M, Class 25, Use T.
 2. Vertical Surfaces Greater Than 3 Percent Slope: ASTM C920, Type M, Grade NS, Class 25, Use T. Use FS SS-S-200, no sag in areas subject to petroleum products.
 3. Preformed Polychloroprene Elastomeric Type: ASTM D2628.
- H. Biodegradable Form Release Agent: Provide form release agent that is colorless, biodegradable. Provide product that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces. Provide form release agent that does not contain diesel fuel, petroleum-based lubricating oils, waxes, or kerosene. Submit documentation indicating type of biobased material in product and biobased content.
- I. Adhesive Epoxy Formula
1. Epoxy adhesives shall have an evaluation report issued by ICC-ES and be tested in accordance with ICC-ES's Acceptance Criteria for Adhesive Anchors in Concrete and Masonry Elements (AC 58). Adhesive shall be Hilti HIT-RE 500 V3 or approved equal.
 - a. Adhesive Limitations:
 - b. Installation Temperature: When the base material temperature drops below 40 degrees F, only Acrylic Adhesives shall be used for adhesive installations. See manufacturer's instructions for additional minimum temperature requirements.
 - 1) Installation Temperature: When the base material temperature drops below 40 degrees F, only Acrylic Adhesives shall be used for adhesive installations. See manufacturer's instructions for additional minimum temperature requirements.

- 2) Moisture: Encapsulated Adhesives shall not be used when moisture is present in or around hole.
- 3) Oversized Holes: Refer to manufacturer's information if drilled hole size is larger than what is recommended.
- 4) Core-Drilled Holes: Refer to manufacturer's information if holes are drilled with a core-drill bit.

2.05 REINFORCEMENT

- A. Reinforcing Bars: ACI 301 unless otherwise specified. Use deformed steel. ASTM A615/A615M for black steel with the bars marked A, Grade 60. Submit mill certificates for reinforcing bars.
- B. Weldable Reinforcing Bars: Provide weldable reinforcing bars that conform to ASTM A706/A706M and ASTM A615/A615M and Supplement S1, Grade 60, except that the maximum carbon content shall be 0.55 percent.
- C. Mechanical Reinforcing Bar Connectors: ACI 301. Provide 125 percent minimum yield strength of the reinforcement bar.
- D. Wire
 1. Welded Wire Reinforcement: ASTM A1064/A1064M. Provide flat sheets of welded wire reinforcement for slabs and toppings, as indicated.
 2. Steel Wire: Wire shall conform to ASTM A1064/A1064M.
- E. Reinforcing Bar Supports
 1. Supports include bolsters, chairs, spacers, and other devices necessary for proper spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place.
 2. Provide wire bar type supports of coated or non-corrodible material conforming to ACI SP-66 and CRSI 10MSP. Precast concrete blocks shall not be less than 4" square when supporting reinforcing on the ground. Precast concrete blocks shall have compressive strength equal to the surrounding concrete and of the same approved concrete mix design as the surrounding element.
 3. Legs of supports in contact with formwork shall be plastic coated after fabrication.
 4. Concrete supports used in concrete exposed to view shall have the same color and texture as the finish surface.
- F. Accessories
 1. All steel wire ties, supports, standees, and all other reinforcing accessories comprised of steel, and in direct contact with uncoated reinforcing, shall be uncoated. Reinforcing accessories in direct contact with reinforcing shall not introduce dissimilar metals or coatings within the concrete include bolsters, chairs, spacers, and other devices necessary for proper spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place.
 2. Accessories shall conform to the ACI Detailing Manual SP-66.
 3. Wire ties for uncoated reinforcing shall be 16 gauge or heavier black annealed steel wire.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until the substrates have been properly constructed and prepared.
- B. Check field dimensions before beginning installation. If dimensions vary too much from design dimensions for proper installation, notify Engineer and wait for instructions before beginning installation.

3.02 PREPARATION

- A. Determine quantity of concrete needed and minimize the production of excess concrete. Designate locations or uses for potential excess concrete before the concrete is placed.
- B. General
 - 1. Surfaces against which concrete is to be placed shall be free of debris, loose material, standing water, snow, ice, and other deleterious substances before start of concrete placing.
 - 2. Remove standing water without washing over freshly deposited concrete. Divert flow of water through side drains provided for such purpose.
- C. Subgrade Under Foundations and Footings: When subgrade material is semiporous and dry, sprinkle subgrade surface with water as required to eliminate suction at the time concrete is deposited, or seal subgrade surface by covering surface with specified vapor retarder. When subgrade material is porous, seal subgrade surface by covering surface with vapor barrier.
- D. Subgrade Under Slabs on Ground
 - 1. Before construction of slabs on ground, need to have underground work on pipes and conduits completed and approved.
 - 2. Previously constructed subgrade or fill shall be cleaned of foreign materials.
 - 3. Finished surface of subgrade or fill under exterior slabs on ground shall not be more than 0.02-foot above or 0.10-foot below elevation indicated.
- E. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain indicated elevations and contours in finished slab surface and shall be strong enough to support vibrating bridge screeds or roller pipe screeds if nature of specified slab finish requires use of such equipment. Align concrete surface to elevation of screed strips by use of strike-off templates or approved compacting-type screeds.
- F. Reinforcement and Other Embedded Items: Secure reinforcement, joint materials, and other embedded materials in position, inspected, and approved before start of concrete placing.

3.03 FORMS

- A. Provide forms, shoring, and scaffolding for concrete placement in accordance with ACI 301 Section 2 and 5 and ACI 347. Set forms mortar-tight and true to line and grade. Chamfer above grade exposed joints, edges, and external corners of concrete 0.75 inch unless otherwise indicated. Provide formwork with clean-out openings to permit inspection and removal of debris.
- B. Coating: Before concrete placement, coat the contact surfaces of forms with a form release agent.

- C. Reshoring: Reshore concrete elements as required in accordance with ACI 301 Section 2.
- D. Reuse: Reuse forms providing the structural integrity of concrete and the aesthetics of exposed concrete are not compromised. Wood forms shall not be clogged with paste and shall be capable of absorbing high water-cementitious material ratio paste.
- E. Forms for Standard Rough Form Finish: Provide formwork in accordance with ACI 301 Section 5 with a surface finish, SF-1.0, for formed surfaces that are to be concealed by other construction.
- F. Form Ties: Provide ties in accordance with ACI 301 section 2.
- G. Tolerances for Form Construction: Construct formwork to ensure that after removal of forms and prior to patching and finishing of formed surfaces, provide concrete surfaces in accordance with tolerances specified in ACI 301 Section 5 and ACI 117.
- H. Removal of Forms and Supports: After placing concrete, removal of forms shall be in accordance with ACI 301 Section 2 except as modified by approved form removal schedule.
- I. I. Design of Formwork: Formwork for the bulkhead wall cap will be partially submerged. Design for external environmental loading including hydrostatic and wave pressure.

3.04 PLACING REINFORCEMENT AND MISCELLANEOUS MATERIALS

- A. ACI 301 and ACI SP-66. Provide bars, welded wire reinforcement, wire ties, supports, and other devices necessary to install and secure reinforcement. Reinforcement shall not have rust, scale, oil, grease, clay, or foreign substances that would reduce the bond. Rusting of reinforcement is a basis of rejection if the effective cross-sectional area or the nominal weight per unit length has been reduced. Remove loose rust prior to placing steel. Tack welding is prohibited.
- B. General: Provide details of reinforcement that are in accordance with ACI 301 and ACI SP-66 and as specified.
- C. Reinforcement Supports: Support reinforcement in accordance with ACI 301 Section 3.
- D. Splicing: As indicated. For splices not indicated ACI 301. Do not splice at points of maximum stress. Overlap welded wire reinforcement the spacing of the cross wires, plus 2 inches. Welded splices shall be provided in accordance with AWS D1.4/D1.4M. Approve welded splices prior to use.
- E. Future Bonding: Plug exposed, threaded, mechanical reinforcement bar connectors with a greased bolt. Provide bolt threads that match the connector. Countersink the connector in the concrete. Caulk the depression after the bolt is installed.
- F. Setting Miscellaneous Material: Place and secure anchors and bolts, pipe sleeves, conduits, and other such items in position before concrete placement and support against displacement. Plumb and level anchor bolts and check location and elevation. Temporarily fill voids in sleeves with readily removable material to prevent the entry of concrete.
- G. Fabrication: Shop fabricate reinforcing bars to conform to shapes and dimensions indicated for reinforcement, and as follows:
 - 1. Provide fabrication tolerances that are in accordance with ACI 318 and ACI SP-66.
 - 2. Provide hooks and bends that are in accordance with ACI 318 and ACI SP-66. Reinforcement shall be bent cold to shapes as indicated. Bending shall be done in the shop. Rebending of a reinforcing bar that has been bent incorrectly is not be permitted. Bending shall be in accordance with standard approved practice and by approved machine methods.

3. Tolerance on nominally square-cut, reinforcing bar ends shall be in accordance with ACI SP-66.
4. Deliver reinforcing bars bundled, tagged, and marked. Tags shall be metal with bar size, length, mark, and other information pressed in by machine. Marks shall correspond with those used on the placing drawings.
5. Do not use reinforcement that has any of the following defects:
 - a. Bar lengths, depths, and bends beyond specified fabrication tolerances
 - b. Bends or kinks not indicated on drawings or approved shop drawings
 - c. Bars with reduced cross-section due to rusting or other cause
6. Replace defective reinforcement with new reinforcement having required shape, form, and cross-section area.

H. Placing Reinforcement

1. Place reinforcement in accordance with ACI 301 and ACI SP-66.
2. For slabs on grade (over earth or over capillary water barrier) and for footing reinforcement, support bars or welded wire reinforcement on precast concrete blocks, spaced at intervals required by size of reinforcement, to keep reinforcement the minimum height specified above the underside of slab or footing.
3. For slabs other than on grade, supports for which any portion is less than 1 inch from concrete surfaces that are exposed to view or to be painted shall be of precast concrete units, plastic-coated steel, or stainless-steel protected bar supports. Precast concrete units shall be wedge shaped, not larger than 3-1/2 by 3-1/2 inches, and of thickness equal to that indicated for concrete protection of reinforcement.
4. Provide reinforcement that is supported and secured together to prevent displacement by construction loads or by placing of wet concrete, and as follows:
5. Provide supports for reinforcing bars that are sufficient in number and have sufficient strength to carry the reinforcement they support, and in accordance with ACI 318, ACI SP-66 and CRSI 10MSP. Do not use supports to support runways for concrete conveying equipment and similar construction loads.
 - a. Equip supports on ground and similar surfaces with sand-plates.
 - b. Support welded wire reinforcement as required for reinforcing bars.
 - c. Secure reinforcements to supports by means of tie wire. Wire shall be black, soft iron wire, not less than 16 gage.
 - d. Reinforcement shall be accurately placed, securely tied at intersections, and held in position during placing of concrete by spacers, chairs, or other approved supports. Point wire-tie ends away from the form. Unless otherwise indicated, numbers, type, and spacing of supports shall conform to ACI SP-66.
 - e. Bending of reinforcing bars partially embedded in concrete is permitted only as specified in ACI SP-66 and ACI 318.

I. Spacing of Reinforcing Bars

1. Spacing shall be as indicated. If not indicated, spacing shall be in accordance with the ACI 318 and ACI SP-66.

2. Reinforcing bars may be relocated to avoid interference with other reinforcement, or with conduit, pipe, or other embedded items. If any reinforcing bar is moved a distance exceeding one bar diameter or specified placing tolerance, resulting rearrangement of reinforcement is subject to preapproval by the Engineer.
- J. Concrete Protection for Reinforcement: Concrete protection shall be in accordance with the ACI 318 and ACI SP-66; provide 3" minimum clear cover as indicated on the plans.
- K. Welding: Welding shall be in accordance with AWS D1.4/D1.4M.

3.05 BATCHING, MEASURING, MIXING, AND TRANSPORTING CONCRETE

- A. ASTM C94/C94M, ACI 301, ACI 302.1R and ACI 304R, except as modified herein. Batching equipment shall be such that the concrete ingredients are consistently measured within the following tolerances: 1 percent for cement and water, 2 percent for aggregate, and 3 percent for admixtures. Furnish mandatory batch ticket information for each load of ready-mix concrete.
- B. Measuring: Make measurements at intervals as specified in paragraphs SAMPLING and TESTING.
- C. Mixing: ASTM C94/C94M, ACI 301 and ACI 304R. Machine mix concrete. Begin mixing within 30 minutes after the cement has been added to the aggregates. Place concrete within 90 minutes of either addition of mixing water to cement and aggregates or addition of cement to aggregates if the air temperature is less than 84 degrees F. Reduce mixing time and place concrete within 60 minutes if the air temperature is greater than 84 degrees F except as follows: if set retarding admixture is used and slump requirements can be met, limit for placing concrete may remain at 90 minutes. Additional water may be added, provided that both the specified maximum slump and water-cementitious material ratio are not exceeded and the required concrete strength is still met. When additional water is added, an additional 30 revolutions of the mixer at mixing speed is required. If the entrained air content falls below the specified limit, add a sufficient quantity of admixture to bring the entrained air content within the specified limits. Dissolve admixtures in the mixing water and mix in the drum to uniformly distribute the admixture throughout the batch. Do not reconstitute concrete that has begun to solidify.
- D. Transporting: Transport concrete from the mixer to the forms as rapidly as practicable. Prevent segregation or loss of ingredients. Clean transporting equipment thoroughly before each batch. Do not use aluminum pipe or chutes. Remove concrete that has segregated in transporting and dispose of as directed.

3.06 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301 Section 5 with the following additions.
 1. Form ties shall be of a type that will conform to the reinforcing steel clearance requirements given in the Contract Drawings. Form ties that are to be completely withdrawn shall be coated with a nonstaining bond breaker. Wire ties shall not be permitted.
 2. Forms shall not be reused if there is any evidence of surface wear and tear or defects, which would impair the quality of the surface. Surfaces of forms to be reused shall be cleaned of mortar from previous concreting and of all other foreign material before reuse.
 3. Except as otherwise shown, external corners that will be exposed shall be chamfered by moldings placed in the forms.
- B. Pumping: ACI 304R and ACI 304.2R. Pumping shall not result in separation or loss of materials nor cause interruptions sufficient to permit loss of plasticity between successive increments. Loss of slump in pumping equipment shall not exceed 2 inches at

discharge/placement. Do not convey concrete through pipe made of aluminum or aluminum alloy. Avoid rapid changes in pipe sizes. Limit maximum size of coarse aggregate to 33 percent of the diameter of the pipe. Limit maximum size of well rounded aggregate to 40 percent of the pipe diameter. Take samples for testing at both the point of delivery to the pump and at the discharge end.

- C. Cold Weather: ACI 306.1. Do not allow concrete temperature to decrease below 50 degrees F. Obtain approval prior to placing concrete when the ambient temperature is below 40 degrees F or when concrete is likely to be subjected to freezing temperatures within 24 hours. Cover concrete and provide sufficient heat to maintain 50 degrees F minimum adjacent to both the formwork and the structure while curing. Limit the rate of cooling to 37 degrees F in any 1 hour and 50 degrees F per 24 hours after heat application.
- D. Hot Weather: Maintain required concrete temperature using Figure 4.2 in ACI 305R to prevent the evaporation rate from exceeding 1 kg per square meter 0.2 pound of water per square foot of exposed concrete per hour. Concrete, when placed in the forms, shall have a maximum temperature of 90 degrees F. Cool ingredients before mixing or use other suitable means to control concrete temperature and prevent rapid drying of newly placed concrete. Shade the fresh concrete as soon as possible after placing. Start curing when the surface of the fresh concrete is sufficiently hard to permit curing without damage. Provide water hoses, pipes, spraying equipment, and water hauling equipment, where job site is remote to water source, to maintain a moist concrete surface throughout the curing period. Provide burlap cover or other suitable, permeable material with fog spray or continuous wetting of the concrete when weather conditions prevent the use of either liquid membrane curing compound or impervious sheets. For vertical surfaces, protect forms from direct sunlight and add water to top of structure once concrete is set.
- E. Mass Concrete:
 - 1. "Mass Concrete" is any concrete system that approaches a maximum temperature of 160 degrees F or in which the maximum temperature difference between center and surface of placement exceeds 35 °F. In addition, it includes all concrete elements with a section thickness of 3 feet or more regardless of temperature.
 - 2. Before placing any concrete as mass concrete, submit a mass concrete plan to limit concrete temperatures and thermal gradients to the above values during placement and curing. Plan shall include monitoring of temperature every hours for the first 7 days, then single measurements at mid-day until 28 days.
 - 3. Each mass concrete placement shall be monitored for temperature and local thermal gradient in at least two plan locations.
- F. Bonding
 - 1. Surfaces of set concrete at joints shall be roughened to an amplitude of 1/4 inches and cleaned of laitance, coatings, loose particles, and foreign matter. Roughen surfaces in a manner that exposes the aggregate uniformly and does not leave laitance, loosened particles of aggregate, nor damaged concrete at the surface.
 - 2. Obtain bonding of fresh concrete that has set as follows:
 - a. At joints between footings and walls or columns, between walls or columns and the beams or slabs they support, and elsewhere unless otherwise specified; roughened and cleaned surface of set concrete shall be dampened, but not saturated, immediately prior to placing of fresh concrete.
 - b. At joints in exposed-to-view work; at vertical joints in walls; at joints near midpoint of span in girders, beams, supported slabs, other structural members; in work

designed to contain liquids; the roughened and cleaned surface of set concrete shall be dampened but not saturated and covered with a cement grout coating.

- c. Provide cement grout that consists of equal parts of portland cement and fine aggregate by weight with not more than 6 gallons of water per sack of cement. Apply cement grout with a stiff broom or brush to a minimum thickness of 1/16 inch. Deposit fresh concrete before cement grout has attained its initial set.

3.07 WASTE MANAGEMENT

Clean-up of waste concrete is the Contractor's responsibility.

3.08 SURFACE FINISHES EXCEPT SLAB FINISHES

- A. Defects: Repair surface defects in accordance with ACI 301 Section 5.
- B. Not Against Forms (Top of Walls): Surfaces not otherwise specified shall be finished with wood floats to even surfaces. Finish shall match adjacent finishes.
- C. Formed Surfaces
 1. Tolerances: ACI 117 and as indicated.
 2. As-Cast Rough Form: Provide for surfaces not exposed to view, a surface finish SF-1.0. Patch holes and defects in accordance with ACI 301.
 3. Standard Smooth Finish: Provide for surfaces exposed to public view a surface finish SF-3.0. Patch holes and defects in accordance with ACI 301.

3.09 SLAB FINISHES AND MISCELLANEOUS CONSTRUCTION

- A. ACI 301 and ACI 302.1R, unless otherwise specified. Where straightedge measurements are specified, Contractor shall provide straightedge.
- B. Finish
 1. Place, consolidate, and immediately strike off concrete to obtain proper contour, grade, and elevation before bleedwater appears. Permit concrete to attain a set sufficient for floating and supporting the weight of the finisher and equipment. If bleedwater is present prior to floating the surface, drag the excess water off or remove by absorption with porous materials. Do not use dry cement to absorb bleedwater.
 2. Floated: Use for exterior slabs where not otherwise specified. Finish concrete in accordance with ACI 301 Section 5 for a floated finish.

3.10 JOINTS

- A. Construction Joints: Make and locate joints not indicated so as not to impair strength and appearance of the structure, as approved. Joints shall be perpendicular to main reinforcement. Reinforcement shall be continued and developed across construction joints. Locate construction joints as follows:
 1. Maximum Allowable Construction Joint Spacing
 - a. In bulkhead wall cap not more than 60 feet in any horizontal direction.
 - b. In slabs on ground, so as to divide slab into areas not in excess of 1,200 square feet.

2. Approved bulkheads may be used for slabs.

3.11 CURING AND PROTECTION

- A. ACI 301 Section 5, unless otherwise specified. Membrane-forming curing compounds shall not be permitted.
- B. Begin curing immediately following form removal. Avoid damage to concrete from vibration created by blasting, pile driving, movement of equipment in the vicinity, disturbance of formwork or protruding reinforcement, and any other activity resulting in ground vibrations. Protect concrete from injurious action by sun, rain, flowing water, frost, mechanical injury, tire marks, and oil stains. Do not allow concrete to dry out from time of placement until the expiration of the specified curing period. If forms are removed prior to the expiration of the curing period, provide another curing procedure specified herein for the remaining portion of the curing period.
- C. Curing Periods: ACI 301 Section 5. Begin curing immediately after placement. Protect concrete from premature drying, excessively hot temperatures, and mechanical injury; and maintain minimal moisture loss at a relatively constant temperature for the period necessary for hydration of the cement and hardening of the concrete. The materials and methods of curing are subject to approval by the Engineer.
- D. Curing Formed Surfaces: Accomplish curing of formed surfaces, including undersurfaces of girders, beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed before end of curing period, accomplish final curing of formed surfaces by any of the curing methods specified above, as applicable.
- E. Curing Unformed Surfaces
 1. Accomplish curing of unformed surfaces, such as slabs and other flat surfaces, by moist curing.
 2. To reduce plastic or drying shrinkage cracks, comply with ACI 302.1R, ACI 308, and ACI 305R.
 3. When weather conditions are dry and windy, continue fogging above surface of concrete after the finishing operation until prewetted burlap can be placed over the flatwork surface. Use prewetted burlap to cover all flatwork and keep wet for a minimum of seven days or until the time necessary to attain 85% of the specified compressive strength, as recommended by ACI 308 Section 3.1.3.
 4. Remove water without erosion or damage to the structure.
 5. Ponding or Immersion: Continually immerse the concrete throughout the curing period. Water shall not be more than 20 degrees F less than the temperature of the concrete. For temperatures between 40 and 50 degrees F, increase the curing period by 50%.
 6. Fog Spraying or Sprinkling: Apply water uniformly and continuously throughout the curing period. For temperatures between 40 and 50 degrees F, increase the curing period by 50%.
 7. Pervious Sheeting: Completely cover surface and edges of the concrete with two thicknesses of wet sheeting. Overlap sheeting 6 inches over adjacent sheeting. Sheeting shall be at least as long as the width of the surface to be cured. During application, do not drag the sheeting over the finished concrete or over sheeting already placed. Wet sheeting thoroughly and keep continuously wet throughout the curing period.

8. Protection of Treated Surfaces: Prohibit pedestrian and vehicular traffic and other sources of abrasion at least 72 hours.
- F. Temperature of Concrete During Curing
 1. When temperature of atmosphere is 41 degrees F and below, maintain temperature of concrete at not less than 55 degrees F throughout concrete curing period or 45 degrees F when the curing period is measured by maturity. When necessary, make arrangements before start of concrete placing for heating, covering, insulation, or housing as required to maintain specified temperature and moisture conditions for concrete during curing period.
 2. When the temperature of atmosphere is 80 degrees F and above or during other climatic conditions which cause too rapid drying of concrete, make arrangements before start of concrete placing for installation of wind breaks, of shading, and for fog spraying, wet sprinkling, or moisture-retaining covering of light color as required to protect concrete during curing period.
 3. Changes in temperature of concrete shall be uniform and not exceed 37 degrees F in any 1 hour nor 80 degrees F in any 24-hour period.
- G. Protection from Mechanical Injury: During curing period, protect concrete from damaging mechanical disturbances, particularly load stresses, heavy shock, and excessive vibration, and from damage caused by rain or running water.
- H. Protection After Curing: Protect finished concrete surfaces from damage by construction operations.

3.12 FIELD QUALITY CONTROL

- A. Sampling: ASTM C172/C172M. The Contractor-provided Independent Testing Agency will collect samples of fresh concrete to perform tests specified. ASTM C31/C31M for making test specimens. The making of all concrete specimens, slump, temperature, and air content tests shall be performed by an ACI Certified Field Technician.
- B. Testing: All testing shall be performed by the Contractor-provided Independent Testing Agency.
 1. Slump Tests: ASTM C143/C143M. Take concrete samples during concrete placement/discharge. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water-cementitious material ratio is not exceeded. Perform tests at commencement of concrete placement, when test cylinders are made, and either for each batch or every 20 cubic yards of concrete (whichever is the greater number of tests).
 2. Temperature Tests: Test the concrete delivered and the concrete in the forms. Perform tests in hot or cold weather conditions (below 50 degrees F and above 80 degrees F) either for each batch or every 20 cubic yards of concrete (whichever is the greater number of tests), until the specified temperature is obtained, and whenever test cylinders and slump tests are made.
 3. Compressive Strength Tests: ASTM C39/C39M. Make nine 4 inch by 8 inch test cylinders for each set of tests in accordance with ASTM C31/C31M, ASTM C172/C172M and applicable requirements of ACI 305R and ACI 306R. Take precautions to prevent evaporation and loss of water from the specimen. Test three cylinders at 7 days, three cylinders at 28 days and hold three cylinders in reserve. Take samples for strength tests of each mix design of and for concrete placed each day not less than once a day, nor less than once for each 100 cubic yards of concrete for the first 500 cubic yards, then every 500 cubic yards thereafter, nor less than once for each 5400 square feet of surface area for slabs or walls. For the entire project, take no less than five sets of samples and

perform strength tests for each mix design of concrete placed. Each strength test result shall be the average of three cylinders from the same concrete sample tested at 28 days. Concrete compressive tests shall meet the requirements of ACI 318 Section 5.6. Retest locations represented by erratic core strengths. Where retest does not meet concrete compressive strength requirements, submit a mitigation or remediation plan for review and approval by the contracting officer. Repair core holes with nonshrink grout. Match color and finish of adjacent concrete.

4. Air Content: ASTM C173/C173M or ASTM C231/C231M for normal weight concrete. Test air-entrained concrete for air content at the same frequency as specified for slump tests.
5. Strength of Concrete Structure: The strength of the concrete structure will be considered to be deficient if any of the following conditions are identified:
 - a. Failure to meet compressive strength tests as evaluated.
 - b. Reinforcement not conforming to requirements specified.
 - c. Concrete which differs from required dimensions or location in such a manner as to reduce strength.
 - d. Concrete curing and protection of concrete against extremes of temperature during curing, not conforming to requirements specified.
 - e. Concrete subjected to damaging mechanical disturbances, particularly load stresses, heavy shock, and excessive vibration.
 - f. Poor workmanship likely to result in deficient strength.
 - g. Where the strength of the concrete structure is considered deficient submit a mitigation or remediation plan for review and approval by the Engineer.
6. Non-Conforming Materials
 - a. Factors that indicate that there are non-conforming materials include (but not limited to) inadequate compressive strength, excessive slump, excessive voids and honeycombing, concrete delivery records that indicate excessive time between mixing and placement, or excessive water was added to the mixture during delivery and placement. Any of these indicators alone are sufficient reason for the Engineer to request additional sampling and testing.
 - b. Investigations into non-conforming materials shall be conducted at the Contractor's expense. The Contractor shall be responsible for the investigation and shall make written recommendations to adequately mitigate or remediate the non-conforming material. The Engineer may accept, accept with reduced payment, require mitigation, or require removal and replacement of non-conforming material at no additional cost to the Owner.
7. Testing Concrete Structure for Strength
 - a. When there is evidence that strength of concrete structure in place does not meet specification requirements or there are non-conforming materials, make cores drilled from hardened concrete for compressive strength determination in accordance with ASTM C42/C42M, and as follows:
 - b. Take at least three representative cores from each member or area of concrete-in-place that is considered potentially deficient. Location of cores will be determined by the Engineer.

- c. Test cores after moisture conditioning in accordance with ASTM C42/C42M if concrete they represent is more than superficially wet under service.
- d. Air dry cores, (60 to 80 degrees F with relative humidity less than 60 percent) for 7 days before test and test dry if concrete they represent is dry under service conditions.
- e. Strength of cores from each member or area are considered satisfactory if their average is equal to or greater than 85 percent of the 28-day design compressive strength of the class of concrete.
- f. Fill core holes solid with patching mortar and finished to match adjacent concrete surfaces.
- g. Correct concrete work that is found inadequate by core tests in a manner approved by the Engineer.

3.13 REPAIR, REHABILITATION AND REMOVAL

- A. Before the Engineer accepts the structure, the Contractor shall inspect the structure for cracks, damage, and substandard concrete placements that may adversely affect the service life of the structure. A report documenting these defects shall be prepared which includes recommendations for repair, removal or remediation shall be submitted to the Engineer for approval before any corrective work is accomplished.
- B. Crack Repair: Prior to final acceptance, all cracks in excess of 0.02 inches wide shall be documented and repaired. The proposed method and materials to repair the cracks shall be submitted to the Engineer for approval. The proposal shall address the amount of movement expected in the crack due to temperature changes and loading.
- C. Repair of Weak Surfaces: Weak surfaces are defined as mortar-rich, rain-damaged, uncured, or containing exposed voids or deleterious materials. Concrete surfaces with weak surfaces less than 1/4 inch thick shall be diamond ground to remove the weak surface. Surfaces containing weak surfaces greater than 1/4 inch thick shall be removed and replaced or mitigated in a manner acceptable to the Engineer.
- D. Rejection of Concrete: Concrete with extensive honeycomb including exposed steel reinforcement, cold joints, entrapped debris, separated aggregate, or other defects which affect the serviceability or structural strength will be rejected, unless correction of defects is approved. Obtain approval of corrective action prior to repair.
- E. Failure of Quality Assurance Test Results: Proposed mitigation efforts by the Contractor shall be approved by the Engineer prior to proceeding.

***** END OF SECTION *****

SECTION 05 50 13

MISCELLANEOUS METAL FABRICATIONS

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this Section includes the furnishing of all material and equipment and the performing of all labor necessary to complete fabrication and installation of miscellaneous metal fabrications as shown on the Contract Drawings and as herein specified or directed by the Engineer.
- B. The Contractor shall coordinate the requirements of all fabricated, embedded, and attached devices, including but not limited to fenders, mooring cleats, anchorages, light poles, ladders, structural framing, and all other items, indicated or not, requiring embedment and/or accommodation of devices made integral with the work.
- C. This work shall include but is not limited to:
 - 1. Bulkhead wall closure components
 - 2. Bulkhead wall tie rods, bearing plates, and ancillary components.
 - 3. Welding, if required by construction conflicts or field conditions

1.02 RELATED SECTIONS

Section 03 31 30	Marine Concrete
Section 31 41 16	Metal Sheet Piling
Section 31 62 16	Steel Pipe Piles

1.03 REFERENCES

- A. The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. Unless otherwise indicated the most recent edition of the publication, including any revisions, shall be used.
- C. American Association of State Highway and Transportation Officials (AASHTO)
AASHTO M306 (2019) Drainage, Sewer, Utility and Related Castings
- D. American Institute of Steel Construction (AISC)
AISC 303 (2016) Steel Construction Manual, 15th Edition, Code of Standard Practice for Steel Buildings and Bridges
- E. American National Standards Institute (ANSI)
ANSI A10.3 (2020) Safety Requirements for Powder-Actuated Fastening Systems

ANSI B18.2.1	(2012 (R2021)) Square, Hex, Heavy Hex and Askew Head Bolts and Hex, Heavy Hex, Hex Flange, Lobed Head and Lag Screws (Inch Series), Includes Errata (2013)
ANSI B18.2.2	(2015) Nuts for General Applications: Machine Screw Nuts, Hex, Square, Hex Flange, and Coupling Nuts (Inch Series)
ANSI B18.6.2	(2020) Square Head Set Screws and Slotted Headless Set Screws (Inch Series)
ANSI B18.6.3	(2013) Machine Screws, Tapping Screws, and Metallic Drive Screws (Inch Series)
ANSI B18.21.1	(2009; R 2016) Washers: Helical Spring-Lock, Tooth Lock and Plain Washers (Inch Series)
ANSI B18.22.1	(1965; R2008) Washers: Plain Washers (Inch Series)
F. American Society of Mechanical Engineers (ASME)	
ASME BPVC.II.C	(2021) Boiler and Pressure Vessel Code: Section II Material Specifications Part C - Welding Rods, Electrodes, and Filler Metals
G. American Society for Nondestructive Testing (ASNT)	
ASNT SNT-TC-1A	(2020) Recommended Practice
H. ASTM International (ASTM)	
ASTM A 6/A 6M	(2021) General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
ASTM A 27/A 27M	(2020) Steel Castings, Carbon, for General Application
ASTM A 29/A 29M	(2020) General Requirements for Steel Bars, Carbon and Alloy, Hot-Wrought
ASTM A 36/A 36M	(2019) Carbon Structural Steel
ASTM A 48/A 48M	(2021) Gray Iron Castings
ASTM A 53/A 53M	(2020) Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
ASTM A 123	(2017) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	(2016a) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 276	(2013a) Standard Specification for Stainless Steel Bars and Shapes
ASTM A 354	(2017e2) Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners
ASTM A 449	(2020) Hex Cap Screws, Bolts and Studs, Steel, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use
ASTM A 514	(2018) High-Yield-Strength Quenched and Tempered Alloy Steel Plate, Suitable for Welding

ASTM A 536	(2019)e1 Ductile Iron Castings
ASTM A 563	(2021A) Carbon and Alloy Steel Nuts
ASTM A 572	(2021e1) High-Strength Low-Alloy Columbium-Vanadium Structural Steel
ASTM A 575	(2020) Steel Bars, Carbon, Merchant Quality, M-Grades
ASTM A 653	(2020) Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
ASTM A 666	(2015) Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
ASTM A 709	(2018) Structural Steel for Bridges
ASTM A 722	(2018) High-Strength Steel Bars for Prestressed Concrete
ASTM A 780	(2020) Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
ASTM A 992	(2020) Structural Steel Shapes
ASTM B 221	(2021) Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM B 308	(2020) Aluminum-Alloy 6061-T6 Standard Structural Profiles
ASTM C 881	(2020A) Epoxy-Resin-Base Bonding Systems for Concrete
ASTM D 1187	(2018) Asphalt-Base Emulsions for Use as Protective Coatings for Metal
ASTM F 436	(2019) Hardened Steel Washers
ASTM F 593	(2022) Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F 594	(2022) Stainless Steel Nuts
ASTM F 1554	(2020) Anchor Bolts, Steel, 36, 55, and 105 ksi Yield Strength
ASTM F 3125	(2019e2) High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength
I.	American Welding Society, Inc. (AWS)
AWS D1.1	(2020) Structural Welding Code Steel
AWS D1.2	(2014) Structural Welding Code Aluminum
AWS D1.5	(2020) Bridge Welding Code
AWS D3.6	(2017) Underwater Welding
AWS QC1	(2007) AWS Certification of Welding Inspectors
J.	Federal Specifications (FS)

- | | |
|-------------|---|
| FS TT-P-664 | (Rev. D) Primer Coating, Alkyd, Corrosion-Inhibiting, Lead and Chromate Free, VOC-Compliant |
|-------------|---|
- K. Military Specifications and Standards
- | | |
|-------------|--|
| MIL-PRF-907 | (2020) Antiseize Thread Compound, High Temperature |
|-------------|--|
- L. National Association of Architectural Metal Manufacturers (NAAMM)
- | | |
|---------------|---------------------------------|
| NAAMM AMP 521 | (2012) Pipe Railing Manual |
| NAAMM MBG 531 | (2017) Metal Bar Grating Manual |
- M. Society for Protective Coatings (SSPC)
- | | |
|----------|----------------------------------|
| SSPC-SP1 | (2015; R 2016) Solvent Cleaning |
| SSPC-SP6 | (2007) Commercial Blast Cleaning |

1.04 SUBMITTALS

- A. General: Submit the following in accordance with Section 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Certifications, test procedures, and other submittals shall show the appropriate ASTM test(s) for each material.
- C. Submit manufacturer's certified test reports, for each heat, indicating that materials have been tested and certified to meet the specified chemical, mechanical, and section properties prior to delivery at the site. Certifications shall be submitted for all materials, including but not limited to:
 - 1. Structural carbon steel
- D. Drawings
 - 1. Bulkhead tie rods and bearing plates
- E. Statements
 - 1. Welding procedure qualifications
 - 2. Nondestructive examination (NDE) procedures
 - 3. NDE personnel certification procedures
 - 4. Weld inspector certification
 - 5. Submit inspector certification and NDE personnel certification for record
- F. Certified Welding Inspector, Welding Procedures, Welder, and Welding Operator Qualifications
 - 1. Certified Welding Inspector: Submit qualifications of third-party AWS Certified Welding Inspectors (CWI) proposed for welder qualifications and visual/NDE inspections. Inspectors shall be qualified and certified in accordance with the provisions of AWS QC1, Standard for Qualification and Certification of Welding Inspectors. Do not proceed with welder or welding operator qualifications prior to approval of CWI qualifications.
 - 2. Specifications and Test Results: Submit copies of the welding procedure specifications, procedure qualifications, welder and welding operator qualifications test results for each

type of welding required. Approval of any procedure does not relieve the Contractor of the responsibility for producing acceptable welds.

3. Certification: Before assigning welders or welding operators to the work, submit their names, together with certification that each individual is performance qualified as specified in paragraph 1.6. Do not start welding work prior to procedure, welder and welding operator qualification approval. The certification shall state the type of welding and positions for which each welding procedure welder and welding operator is qualified, the code and procedure under which each is qualified, date qualified, and the firm and individual certifying the qualification tests.

G. Records

1. Weld Identifications: Submit a list of the welder's names and symbol for each welder. To identify welds, submit written records indicating the location of welds made by each welder or welding operator.

1.05 QUALIFICATION OF WELDERS

Qualify welders in accordance with AWS D1.1, or AWS D3.6 where applicable, using procedures, materials, and equipment of the type required for the work.

1.06 QUALITY ASSURANCE

- A. Welding Procedures, Welders and Welder Qualifications: Develop and qualify procedures for welding metals included in the work. Do not start welding until welding procedures, welders, and welding operators have been qualified. Perform qualification testing by a Certified Weld Inspector (CWI) or testing laboratory approved by the Engineer. Notify the Engineer at least 24 hours in advance of the time and place of the tests. When practicable, perform the qualification tests at or near the work site. Maintain current records of the test results obtained in welding procedure, welder and welding operator performance qualifications, and nondestructive examination (NDE) procedures. These records shall be readily available at the site for examination by the Engineer. Qualify the procedures for making transition welds between different materials or between plates or pipes of different wall thicknesses. The choice of welding process shall be the responsibility of the Contractor.
- B. Previous Welding Procedures and Welder Qualifications: See Paragraph 1.6.C.2 for requirements of previously qualified welding procedures and Paragraph 1.6.C.4 for requirements of previously qualified welders and welding operators.
- C. Performance: The Contractor shall be responsible for the quality of joint preparation, welding, and examination. Clearly identify and record materials used in the welding operations. The examination and testing defined in this Specification are minimum requirements. Provide additional examination and testing as necessary to achieve the quality required.
 1. Welding Procedures Qualification: Qualification of the welding procedures for each group of materials to be welded is required as indicated in AWS D1.1. Qualification of the underwater welding procedures for each group of materials to be welded is required as indicated in AWS D3.6. Welding procedure qualifications shall be newly qualified procedures done and observed under the supervision of a certified weld inspector (CWI) or approved independent testing laboratory, except as noted below. Record in detail and qualify the "Welding Procedure Specification" for every welding procedure proposed. Qualification for each welding procedure shall conform to the requirements of AWS Standards and to this Specification. The welding procedures shall specify end preparation for weld, including cleaning, alignments, and root openings. Preheat, inter-pass temperature control, and post-heat treatment of welds shall be as required by AWS, unless otherwise indicated or specified. Welding procedure qualifications shall be

identified individually and referenced on the shop drawings or suitably keyed to the contract drawings.

2. Previous Welding Procedures Qualification: Evidence of previous welding procedure qualifications shall be accepted for review if the procedure was qualified under AWS D1.1 or AWS D3.6 standard prequalified weld procedure.
3. Welder and Welding Operator Performance Qualification: Qualify each welder and welding operator assigned to work covered by this Specification by performance tests using equipment, positions, procedures, base metals, and electrodes or bare filler wires from the same specification, classification, or group number that will be encountered on his assignment. All welders and welding operator shall be newly qualified for this project under AWS D1.1 or AWS D3.6 requirements and all performance qualifications and testing shall be under the observation of CWI or approved testing laboratory. The CWI shall document observation of the qualification process, including cleaning, preparation, preheat, deposition, and post-heat treatment, in a signed report, including daily logs and photographs, to be submitted with the welder qualification certifications that are submitted for approval. Welders or welding operators who make acceptable procedure qualification tests will be considered performance-qualified for the welding procedure used. Determine performance qualification in accordance with AWS D1.1 and as specified herein. Determine performance qualification for underwater welding in accordance with AWS D3.6 and as specified herein.
4. Renewal of Welders and Welding Operators Qualification: Evidence of previous welder or welding operator qualifications will not be accepted for approval. All welders and welding operators shall be newly certified under AWS D1.1 or AWS D3.6 procedures described herein for this Contract following Notice to Proceed. Qualification shall be conducted under supervision of third party AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, Standard for Qualification and Certification of Welding Inspectors.
5. Qualification of Inspection and Nondestructive Examination (NDE) Personnel.
6. Qualify Inspection and nondestructive examination personnel in accordance with the following requirements:
 - a. Inspector Certification: Qualify welding inspectors in accordance with AWS QC1.
 - b. NDE Personnel Certification Procedures: Certify NDE personnel and establish a written procedure for the control and administration of NDE personnel training, examination, and certification. Base procedures on appropriate specific and general guidelines of training and experience recommended by ASNT SNT-TC-1A, Supplement C-Ultrasonic.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Protect from corrosion, deformation, and other types of damage. Store items in an enclosed area free from contact with soil and weather. Remove and replace damaged items with new items.
- B. Weld Material: Deliver filler metals, electrodes, fluxes, and other welding materials to the site in manufacturer's original packages and store in a dry space until used. Label and design packages properly to give maximum protection from moisture and to assure safe handling.

1.08 ENVIRONMENTAL

Do not perform welding when the quality of the completed weld could be impaired by the prevailing work or weather conditions per AWS D1.1. The approved weld inspector will determine when the weather or working conditions are unsuitable for welding.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Structural Carbon Steel: ASTM A 572, Grade 50
- B. Tie rods: ASTM A615, Grade 75 or 80
- C. Tie rod anchor plates: ASTM A572 Grade 50
- D. Steel Pipe (Closure): ASTM A53 Grade B, Type E or S
- E. Hardened washers: ASTM F436
- F. Nuts, couplings, and turnbuckles for tie rods: Per manufacturer recommendation. Provide 100% of rod ultimate strength.

2.02 FABRICATION FINISHES

- A. Galvanize: All steel fabrications and hardware, unless indicated otherwise.
- B. Galvanizing
 - 1. Bolts, Tie rods, Nuts, and Washers: ASTM A 153, Class C or D as applicable
 - 2. Plates and Structural Shapes: ASTM A 123, Thickness Grade 100
 - 3. Hot-dip galvanize items specified to be zinc-coated, after fabrication where practicable
- C. Surface Preparation: Blast clean surfaces in accordance with SSPC-SP6. Clean surfaces which become contaminated with rust, dirt, oil, grease, or other contaminants with solvents in accordance with SSPC-SP1. Steel to be embedded in concrete shall be free of dirt and grease. Do not galvanize bearing surfaces, including contact surfaces within friction-type joints, but coat with rust preventative applied in the shop.
- D. Repair of Zinc-Coated Surfaces: Repair damaged surfaces with galvanizing repair method and paint conforming to ASTM A 780 or by the application of stick or thick paste material specifically designed for repair of galvanizing, as approved by the Engineer. Clean areas to be repaired and remove the slag from the welds. Heat surfaces to which stick or paste material is applied, with a torch to a temperature sufficient to melt the metallics in stick or paste; spread the molten material uniformly over surfaces to be coated and wipe the excess material off.
- E. Nonferrous Metal Surfaces: Protect by plating, anodic, or organic coatings.

2.03 WELDING MATERIALS

Comply with ASME BPVC SEC II-C. Welding equipment, electrodes, welding wire, and fluxes shall be capable of producing satisfactory welds when used by a qualified welder or welding operator using qualified welding procedures.

PART 3 - EXECUTION

3.01 QUALITY CONTROL

- A. Fabrication: Prior to shipment, all miscellaneous metal fabrications shall be examined by the fabricator and/or manufacturer for compliance with the appropriate requirements of this Specification. Noncompliance with any specified requirement or presence of any defects preventing or lessening maximum efficiency shall constitute cause for rejection.
- B. The Contractor shall examine each miscellaneous metal fabrication prior to installation and note any damage or defects. Any rejected material shall be segregated and removed from the project site. Any material damaged during Contractor handling and installation shall be repaired in accordance with manufacturer's recommendations or replaced at no additional cost to the Owner.

3.02 INSTALLATION

Install items at locations indicated, according to manufacturer's instructions. Items listed below require additional procedures.

3.03 FINISHES

- A. Galvanize items as indicated on the Contract Drawings and as specified herein.
- B. Field Preparation: Remove rust preventive coating just prior to field erection, using a remover approved by the rust preventive manufacturer. Surfaces, when assembled, shall be free of rust, grease, dirt and other foreign matter.
- C. Field treat damaged galvanized finish with two coats of high zinc dust oxide paint, cold galvanizing compounds or approved equal conforming to the requirements of ASTM A 780. In addition, all exposed threaded surfaces shall be painted with two coats of high zinc dust oxide paint after installation of unit.

3.04 THREADED CONNECTIONS

- A. Anti-Seize Compound: The Contractor shall coat threads of all tie rods at connections with an anti-seize compound, conforming to MIL-PRF-907, prior to applying washers and nuts. Recoat any bolt thread projection beyond nut after final tightening.

3.05 WELDING

- A. Perform welding, welding inspection, and corrective welding, in accordance with AWS D1.1 unless noted below. Use continuous welds on all exposed connections. Grind visible welds smooth in the finished installation.
- B. Welding: Do not deviate from applicable codes, approved procedures and approved shop drawings without prior written approval from the Engineer. Materials or components with welds made off the site will not be accepted if the welding does not conform to the requirements of this Specification unless otherwise specified. Assign each welder or welding operator an identifying number, letter, or symbol that shall be used to identify his welds. Each welder or welding operator shall apply his mark adjacent to his weld using an approved rubber stamp or felt-tipped marker with permanent, weatherproof ink or other approved methods that do not deform the metal. For seam welds, place identification marks adjacent to the welds at 3-foot intervals. Confine identification by die stamps or electric etchers to the weld reinforcing crown, preferably in the finished crater.

- C. Welding Operators: Perform welding in accordance with qualified procedures using qualified welders and welding operators.
- D. Examinations and Tests
 - 1. The Contractor is responsible for providing all weld tests.
 - 2. Visual and nondestructive examinations shall be performed by a third party AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, Standard for Qualification and Certification of Welding Inspectors to detect surface and internal discontinuities in completed welds. The CWI shall be approved by the Engineer prior to the start of welding operations. Visual and ultrasonic examination shall be required as specified. When examination and testing indicates defects in a weld joint, a qualified welder shall repair the weld in accordance with the Paragraph "Corrections and Repairs" of this Section.
 - 3. Visual Examination: Visually examine 100% of welds as follows:
 - a. Before Welding: For compliance with requirements for joint preparation, placement of backing rings or consumable inserts, alignment and fit-up, and cleanliness.
 - b. During Welding: For conformance to the qualified welding procedure.
 - c. After Welding: For cracks, contour and finish, bead reinforcement, undercutting, overlap, and size of fillet welds.
 - 4. Nondestructive Examination (NDE): NDE shall be in accordance with written procedures. Procedures for ultrasonic tests and methods shall conform to AWS D1.1 and for underwater welding procedures for ultrasonic tests and methods shall conform to AWS D3.6. In addition to the information required in AWS, the written procedures shall include:
 - a. Timing of the nondestructive examination in relation to the welding operations
 - b. Safety precautions
 - 5. 10 Percent NDE: All steel welding shall be subjected to 10 percent NDE unless noted otherwise. Additional testing may be required if unsatisfactory results are obtained.
- E. Acceptable Standards
 - 1. Visual: The following indications are unacceptable:
 - a. Cracks – external surface
 - b. Undercut on surface which is greater than 1/32 inch deep
 - c. Lack of fusion on surface
 - d. Convexity of fillet weld surface greater than 10 percent of longest leg plus 1/32 inch
 - e. Concavity in fillet welds greater than 1/16 inch
 - f. Fillet weld size less than indicated or greater than 1-1/4 times the minimum specified fillet leg length
 - 2. Ultrasonic Examination: Linear type discontinuities are unacceptable if the amplitude exceeds the reference level and discontinuities have lengths which exceed 3/4-inch. Discontinuities interpreted to be cracks, lack of fusion, or incomplete penetration are unacceptable regardless of length.

F. Corrections and Repairs

1. Remove defects and replace welds as specified. Repair defects discovered between weld passes before additional weld material is deposited. Wherever a defect is removed, a repair by welding is required, and the affected area shall be blended into the surrounding surface eliminating sharp notches, crevices, or corners. After defect removal is complete and before rewelding, reexamine the area by the same test methods which first revealed the defect to ensure that the defect has been eliminated. After rewelding, reexamine the repaired area by the same test methods originally used for that area. For repairs to base material, the minimum examination shall be the same as required for butt welds. Indication of a defect shall be regarded as a defect unless reevaluation by NDE or by surface conditioning shows that no unacceptable indications are present. The use of foreign material to mask, fill in, seal, or disguise welding defects will not be permitted.

3.06 FIELD QUALITY CONTROL

- A. Contractor shall perform field tests, and provide labor, equipment, and incidentals required for testing. The Engineer shall be notified in writing of defective welds within 7 working days of the date of the weld inspection.
- B. Welds
 1. Visual Inspection: AWS D1.1. Furnish the services of AWS-certified welding inspectors for fabrication and erection inspection and testing and verification inspections. Welding inspectors shall visually inspect and mark welds, including fillet welds and returns.
 2. Non-Destructive Testing: If more than 20% of welds made by a welder contain defects identified by testing, then all welds made by that welder shall be tested by radiographic or ultrasonic testing, as approved by the Engineer. When all welds made by an individual welder are required to be tested, magnetic particle testing shall be used only in areas inaccessible to either radiographic or ultrasonic testing. Retest defective areas after repair.

***** END OF SECTION *****

SECTION 09 97 13

COATING OF STEEL WATERFRONT STRUCTURES

PART 1 - GENERAL

1.01 SCOPE

Coating of steel waterfront structures consists of the installation of a coating component to protect steel waterfront structures from oxidation, marine growth, and other environment-related phenomena.

1.02 RELATED WORK

Section 31 41 16

Metal Sheet Piling

1.03 1.03 REFERENCES

- | | | |
|----|---|--|
| A. | The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only. Unless otherwise indicated, the most recent edition of the publication, including any revisions, shall be used. | |
| B. | American Institute of Steel Construction (AISC) | |
| | AISC SPE | Sophisticated Paint Endorsement |
| C. | ASTM International (ASTM) | |
| | ASTM D7091 | (2021) Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nondestructive Coatings Applied to Non-Ferrous Metals |
| | ASTM E376 | (2019) Measuring Coating Thickness by Magnetic-Field or Eddy-Current (Electromagnetic) Test Methods |
| D. | National Association of Corrosion Engineers (NACE) | |
| | NACE RP0188 | (2006) Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrate |
| E. | Association for Materials Protection and Performance (AMPP) | |
| | SSPC PS 11.01 | (1982; E 2004) Black (or Dark Red) Coal Tar Epoxy Polyamide Painting System |
| | SSPC Paint 16 | (2006; E 2004) Coal Tar Epoxy Polyamide, Black (or Dark Red) Coating |
| | AMPP QP 3 | (2010) Shop Application of Complex Protective Coating |
| | SSPC SP 1 | (2015) Solvent Cleaning |
| | SSPC SP 10/NACE No. 2 | (2007) Near-White Blast Cleaning |

1.04 SUBMITTALS

- A. General: Submit the following in accordance with Section 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as

relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.

- B. Product Data
 - 1. Coating material manufacturer's data
 - 2. Coating material manufacturer's application instructions
- C. Procedures
 - 1. Coating repair procedures
 - 2. Quality control procedures
- D. Inspection Reports
 - 1. Dry film thickness measurements
 - 2. Holiday test results
- E. Certificates
 - 1. Shop coating contractor qualifications
 - 2. Shop coating inspector qualifications

1.05 QUALITY ASSURANCE

- A. Shop coating contractor shall possess a current AMPP QP 3 or AISC SPE certification. Application of coating in the shop and in the field shall be done under the supervision of an experienced coating inspector. Contractor shall submit Coating Manufacturer/Installer dry film thickness measurements and holiday testing results prior to delivery of steel pile or pipe to site. Contractor shall visually inspect steel pile and pipe for damaged coating prior to installation. Testing and inspection shall be in accordance with paragraph titled "Quality Control" of this section.
- B. Shop coating inspector shall be an AMPP Certified Coatings Inspector (CIP Level 2). Coating inspector may not be an employee of the coating applicator, but shall be employed by a separate company.

1.06 ENVIRONMENTAL CONDITIONS

Start work only when ambient and curing temperatures are within limits of coating manufacturer's recommendations and at least 5 degrees F above dew point temperature. Do not clean or apply exterior coatings when damp or exposed to foggy, rainy, or snowy weather, when relative humidity is outside the humidity ranges required by the coating manufacturer, when metallic surface temperature is less than 5 degrees above the dew point of the surrounding air, or when surface temperature is below 45 degrees F or over 95 degrees F, unless approved by the Owner's Representative.

1.07 SAFETY AND HEALTH PRECAUTIONS

Materials listed in this section contain coal tar pitch volatiles, which are toxic. Follow safety procedures as recommended by manufacturer. Work in a well-ventilated area. Provide, and require workers to use impervious clothing, gloves, face shields (8-inch minimum), and other appropriate protective clothing necessary to prevent eye and skin contact with coating materials. Keep coatings away from heat, sparks, and flame.

PART 2 - PRODUCTS

2.01 COATING SYSTEMS

- A. Coating: Provide catalyst component(s) for coating(s) specific for resin component(s). Where allowed, use thinners which are compatible with the coating. All coating materials must be supplied by one supplier.
- B. Coal Tar Epoxy-Polyamide:
 - 1. System: SSPC PS 11.01
 - 2. Paint: SSPC Paint 16 Black

PART 3 - EXECUTION

3.01 CLEANING AND PREPARATION OF SURFACES

- A. Solvent Cleaning: SSPC SP 1. Remove visible oil or grease first by scraper. Then remove the remaining oil and grease by wiping or scrubbing the surface with rags or brushes wetted with solvent. Use clean solvent and clean rags or brushes for the final wiping.
- B. Blast Cleaning: SSPC SP 10/NACE No. 2. After solvent cleaning, complete surface preparation by near-white blast cleaning. Remove residual dust from blasted surface by blowing with dry, oil-free air, vacuuming, or sweeping. Provide surface profile of at least 1 1/2-mil thickness.
- C. Additional Preparation: After blast cleaning, surface imperfections that remain shall be removed as necessary to provide a holiday-free coating. After blast cleaning and any additional preparation, remove visible oil, grease, and drawing and cutting compounds by solvent cleaning in accordance with SSPC SP 1.

3.02 PROPORTIONING AND MIXING OF COATING SYSTEM

- A. Proportioning of Epoxy-Polyamide System: Epoxy-polyamide coatings shall consist of a two-component system that includes a pigmented polyamide resin, Component A and an epoxy resin, Component B. Mix both components in a ratio of 1 to 1 by volume. Do not thin coatings when doing so will result in total volatile organic compounds exceeding limits enacted by local air pollution control district. When thinning is allowed and is necessary, such as during cold temperature application or to improve application characteristics, add up to one pint of ethylene glycol monoethyl (EGM) ether for each gallon of the coating.
- B. Mixing of Epoxy-Polyamide System: Mix components of coating by power stirring until a smooth, uniform consistency results. Stir coating periodically during its induction period. Follow Table 1 for induction time and pot life of mixed batches.

3.03 COATING APPLICATION

- A. Apply primer coating to dry surfaces not more than 4 hours after near-white blast cleaning. Apply coats of each system so that finished surfaces are free from runs, sags, brush marks, and variations in color.
- B. Application Method: Allow previous coat to dry to tack-free condition but not more than 72 hours before applying next coat. Under conditions of direct sunlight or elevated ambient temperatures of 90 degrees F or greater, limit inter-coat drying period to a maximum of 24 hours.

- C. Repair of Defects: Repair detected coating holidays, thin areas, and exposed areas damaged prior to or during installation by surface treatment and application of additional coating or by manufacturer's recommendations. Allow a period of at least 72 hours to pass following final coat before placing in immersion service.
- D. Coal Tar Epoxy-Polyamide System: Apply a minimum of two (2) coats, each coat at a dry film thickness (DFT) of no less than 8-mils.
- E. Dry Film Thickness: Provide total system minimum dry film thickness of 16 mils. Measure using a magnetic gage.

3.04 SURFACES TO BE COATED

- A. Steel Bulkhead Wall Piling: Coat steel sheet piles within the limits indicated on the drawings.
- B. Steel Pipe Pile Deadman Piling: Deadman piling need not be coated.

3.05 QUALITY CONTROL

- A. Holiday Testing: Prior to shipping, test 100% of coated surfaces for holidays in total coating system in accordance with NACE RP0188. Noted holidays shall be repaired in accordance with the Manufacturer's procedures.
- B. Dry Film Thickness: After repair of holidays, measure dry film thickness using a magnetic dry film thickness gage in accordance with ASTM D7091 and ASTM E376. If any region of coated surface has insufficient coating thickness or holidays, the coating on that region shall be repaired with an approved coal tar epoxy product. Re-measure after an additional coat is applied, if necessary to meet minimum coating thickness requirements.
- C. Test Results: Submit report of coating test results. Note defective areas and corrective measures taken.

*****END OF SECTION*****

SECTION 26 42 13

CATHODIC PROTECTION BY GALVANIC ANODES

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this section consists of furnishing all engineering services for design, labor, materials, and equipment for provision of a Galvanic Anode Cathodic Protection System for corrosion protection of the bulkhead wall. All material shall be new and undamaged. The system shall be complete, tested, and ready for service.

1.02 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Society of Mechanical Engineers (ASME)
- | | |
|--------------|--|
| ASME B1.1 | (R2018) Pipe Threads, General Purpose (Inch) |
| ASME B18.2.1 | (2021) Square, Hex, Heavy Hex, and Askew Head Bolts and Hex, Heavy Hex, Hex Flange, Lobed Head, and Lag Screws (Inch Series), Includes Errata (2013) |
| ASME B18.2.2 | (2022) Nuts for General Applications: Machine Screw Nuts; and Hex, Square, Hex Flange, and Coupling Nuts (Inch Series) |
- C. ASTM International (ASTM)
- | | |
|----------------|--|
| ASTM A194/194M | (2024) Standard Specification for Carbon Steel, Alloy Steel, and Stainless Steel Nuts for Bolts for High Pressure or High Temperature Service, or Both |
| ASTM A307 | (2021) Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength |
| ASTM B481 | (2021) Standard Specification for Cast and Wrought Galvanic Zinc Anodes |
| ASTM B843 | (2021) Standard Specification for Aluminum and Aluminum-Alloy Drawn Tube and Drawn Pipe for General Purpose Applications |
| ASTM D1248 | (2016) Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable |
- D. National Association of Corrosion Engineers (NACE)
- | | |
|-------------|---|
| NACE SP0176 | (2022) Corrosion Control of Submerged Areas of Permanently Installed Steel Offshore Structures Associated with Petroleum Production |
|-------------|---|
- E. National Fire Protection Association (NFPA)
- | | |
|---------|--------------------------|
| NFPA 70 | National Electrical Code |
|---------|--------------------------|

- F. Underwriters Laboratories (UL)
 - UL 83 (2017) Thermoplastic-Insulated Wires and Cables
 - UL 486A-486B (2018) Wire Connectors

1.03 SUBMITTALS

- A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Shop Drawings
 - 1. Location of All Anodes
 - 2. Location of Test Station(s)
 - 3. Installation Details for Anodes
 - 4. Installation Details for Test Station(s)
 - 5. Design calculations for current requirements, life expectancy, and anode distribution.
- C. Product Data
 - 1. Anodes
 - 2. Wires
 - 3. Electrically Insulating Coatings
 - 4. Anode Junction Boxes
 - 5. Bonding Boxes
 - 6. Test Station(s)
- D. Test Reports
 - 1. Cathodic Protection System Field Test Report
 - 2. Maintenance and Operations Manuals

1.04 SERVICES OF CORROSION ENGINEER

- A. The Contractor shall obtain the services of a Corrosion Engineer to design, supervise, inspect and test the installation of the cathodic protection system(s). Corrosion Engineer refers to a registered professional engineer with certification of licensing that includes education and experience in cathodic protection of buried or submerged metal structures, or a person accredited or certified by the National Association of Corrosion Engineers at the level of Corrosion Specialist or Cathodic Protection Specialist. Such a person shall have not less than three years experience in the cathodic protection of submerged structures.
- B. The Contractor shall submit evidence of the qualifications of the Corrosion Engineer to the Engineer for review and approval.

1.05 DESIGN CRITERIA

- A. The cathodic protection system shall be designed for the service life stated on construction drawing S-001 without replacement of the anodes. The presence of coating on the sheet piles shall be neglected in design calculations; all steel shall be considered bare and exposed to soil and water.
- B. The mudline waterside of the bulkhead wall, after its construction and the demolition of the existing coffer cell sheeting, will consist of a minimum footprint of cell infill soils, and otherwise rip-rap, as well as the remaining cell sheet piling below the mudline. Therefore, it is not permitted to design using anodes buried waterside of the bulkhead wall.
- C. Anodes may be fixed to the waterside face of the bulkhead wall or buried landside of the wall. Note that if landside anodes are used, additional demolition of the existing coffer cell interior concrete cap may be required for access to bury the anodes.

PART 2 - PRODUCTS

2.01 ANODES

- A. The anodes shall be zinc or magnesium, designed for vertical installation, located and spaced at intervals that will provide even current distribution to the ferrous surfaces to be protected. Location of all anodes shall be shown on the shop drawings.
 - 1. Magnesium
 - a. ASTM B843, Grade M1C. Bare anode weight:
 - b. Buried or skin Anode: By Contractor
 - 2. Zinc
 - a. ASTM B418, Type I. Bare anode weight:
 - b. Buried or skin Anode: By Contractor
 - 3. Aluminum
 - a. Bare anode weight:
 - b. Fixed to waterside of bulkhead wall: By Contractor
 - c. The anodes will be classified as standard bent cores, with protruding ends on the underside. These protruding ends will be used to anchor the anodes to the piles.
 - d. Anode cores are to be attached to threaded couplings welded directly to piles using pipe unions. The couplings shall be ASTM A182, Alloy 316L Threadolet as manufactured by Bonney Forge or as approved.
 - 4. Anode Core
 - a. Skin Anode: Galvanized steel strap, minimum 1-1/4-inch wide by 3/16-inch thick
 - 5. Anode Wires
 - a. Anode Lead and Bonding Wires
 - 1) Wire: UL 83, ASTM D 1248, Type HMWPE (High Molecular Weight Polyethylene) stranded copper conductors, No. 8 AWG, of sufficient length to extend to the designated termination point without splicing. Anode lead

wire shall be factory installed. Silver solder the lead wire to the protruding anode core, and completely seal the soldered connection with an epoxy dielectric material. Dielectric material shall extend past the connection and cover the lead wire insulation by not less than 1/2 inch. Cover the connection with heat shrinkable tubing.

2.02 WIRE CONNECTORS

- A. UL 486A-486B. Compression ring terminal.

2.03 ELECTRICALLY INSULATING COATINGS

- A. Coating for welds and coating for wire termination lug.

2.04 TEST STATION(S)

- A. At least one test station shall be provided. Additional test stations shall be approved by the engineer. Location of test station(s) shall be shown on the shop drawings.
- B. Test station(s) shall be waterproof and shall include passive drainage to the waterside of the bulkhead. Drainage may be provided using PVC Pipe cast into the bulkhead concrete cap.
- C. Test station(s) shall be installed on top of the bulkhead concrete cap.
- D. Future site landscaping alterations will install guard railing immediately landside on the bulkhead wall concrete cap. The test station(s) shall be accessible to a person standing on top of the wall cap.

2.05 ANODE JUNCTION BOXES

- A. Provide junction boxes and mark each of the wires terminating in each loop.

2.06 BONDING BOXES

- A. Provide structure bonding boxes in locations as indicated by the Corrosion Engineer.

2.07 DESIGN CALCULATION

- A. Provide design calculations for current requirements, life expectancy, and anode distribution.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. NFPA 70
- B. Installation Details for Anodes
 - 1. Skin Anodes
 - a. Weld anodes to the skin in the locations indicated on the shop drawings. The welds shall be a minimum 1/2 inch long on each strap per applicable welding codes.
 - b. The welds shall be coated.

2. Buried Anodes
 - a. Anodes shall be buried below the bottom of the bulkhead concrete cap.
 - b. Thermite welding shall be used to attach the anode wires and test station lead wires to the piles.
 - 1) Thermite welding equipment shall be selected and used in accordance with the equipment, manufacturer's instructions, and the Contract Drawings. Equipment and molds shall be used to accommodate the wire size, the metallic structure's shape, the wire position of attachment, vertical or horizontal, and other criteria that may be specified. Before a mold is used, remove and clean slag, dirt, and other foreign matter from the mold. Use cartridge and charge size based on the manufacturer's recommendations for the specific application.
 - 2) Surface Preparation: Surfaces with a high performance or thick coating shall have a four-inch square window cut through the coating and a three-inch square of surface cleaned to bright metal. Avoid damaging the surrounding coating.
 - 3) Prior to welding, remove the lead wire insulation as required to fit the mold. Avoid damaging the exposed copper wire. If the wire is cut or nicked over half way through its diameter, cut off and strip a new end. If the manufacturer requires the use of a copper sleeve, the sleeve shall be crimped securely to the wire and excess wire protruding from the end of the sleeve removed.
 - 4) After the charge is set, remove the mold and slag from the weld area with a welder's hammer. Strike the top and sides of the weld with the hammer to test the secureness of the connection. If the weld does not hold, remove the scrap weld material, clean and begin the weld process again.
 - 5) Weld Caps
 - a) After the weld passes the test for soundness, and electrical continuity, repair coating in the weld area with a cold-applied bituminous or coal-tar mastic and a weld cap placed over the weld. Mastic shall be applied to fill the weld cap and cover the exposed metal of the structure and the wire to a minimum thickness of 1/4-inch. Damage to the coating around the weld area shall be repaired according to the coating manufacturer's recommendations.
 - b) If the weld cap will not fit due to physical space limitations, coat bare metal and wire in weld area with a minimum 1/4-inch thickness of bituminous mastic.
3. Anodes Fixed to Sheet Piling
 - a. Waterside anodes shall be installed so that the top of the anode is at least 5 feet below the Mean Lower Low Water (MLLW) elevation.
 - b. Anodes shall be installed in the belly of the sheet piles so that the anodes do not project beyond the waterside face of the bulkhead wall.
4. Installation Details for Test Station(s)
 - a. Provide test station(s) wiring and installation details.

3.02 QUALITY CONTROL

- A. All workmanship, materials, and equipment shall be guaranteed for a period of one year from the date of final acceptance of the system by the engineer. The Contractor shall guarantee that the cathodic protection system, when maintained in operation in accordance with the manufacturer's written instructions, will provide against corrosion of all submerged ferrous surfaces being protected. In the event corrosion is not prevented, the Contractor shall, at its own expense, make whatever changes necessary in the cathodic protection system to assure corrosion protection.
- B. Testing: After installation is complete, sufficient tests and adjustments shall be performed to ensure that adequate cathodic protection is obtained.
 - 1. Cathodic Protection System Field Testing: Systems shall be tested and inspected in the presence of the Corrosion Engineer. Record test data, including date, time, and locations of testing. Contractor shall correct and retest, at his expense, deficiencies in the materials and installation observed by these tests and inspections.
 - 2. Cathodic Protection System Field Test Report: A field test report of the cathodic protection system shall be submitted after testing. All structure-to-electrolyte measurements shall be presented in tabular form. Identification of test locations shall coordinate with the as-built drawings. The Contractor shall locate, correct, and report to the engineer any short circuit problems or discontinuities encountered during the checkout of the cathodic protection system.
- C. Criteria for Cathodic Protection: Conduct in accordance with NACE SP0176.

3.03 MAINTENANCE AND OPERATION

- A. Prior to the final acceptance, four (4) complete copies of all maintenance and operation manuals shall be furnished to the engineer. The manuals shall include record drawings showing the location, size, and description of the complete cathodic protection system. The manuals shall also include the following:
 - 1. Instructions in making potential measurement test
 - 2. Frequency of testing

***** END OF SECTION *****

SECTION 31 00 00

EARTHWORK

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this Section includes furnishing all material and equipment and performing all labor to complete all earthwork as shown on the Contract Drawings and as herein specified or directed by the Engineer.
- B. The work covered by this Section includes but is not limited to the following:
 - 1. Excavating behind existing museum bulkhead and south coffer cell for new construction.
 - 2. Removing from the site and disposing of temporary sheeting and shoring and excess excavation including unsuitable materials.
 - 3. Installation and removal of temporary guardrails and barricades around excavations.
 - 4. Backfilling of excavations behind the new bulkhead.
 - 5. Sediment, erosion, and turbidity control measures.
 - 6. Excavation and backfill completion surveys.
 - 7. Compaction grouting for closures at each end of the bulkhead wall

1.02 RELATED SECTIONS

Section 02 41 00	Demolition
Section 03 31 30	Marine Concrete

1.03 DEFINITIONS

- A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed, not provided under Section 205 of ALDOT specifications” or called for under demolition on the Contract Drawings.
- B. Unclassified Excavation: The removal of all soil, paving materials, shale, rock, boulders, existing foundations, fill and every kind of subsurface condition encountered in the contract area, whether manmade or naturally occurring.
- C. Miscellaneous Excavation: The digging of extra test pits as approved by the Engineer.
- D. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, or sub-ballast.
- E. Suitable Onsite Material: Soil material obtained on-site that meets or exceeds the criteria listed in subparagraph 2.01.B of this Section.
- F. Select Borrow: Soil material obtained off-site when sufficient approved soil material – Suitable Onsite Material – is not available from on-site excavations.
- G. Undercutting of Unsuitable Material: The authorized Excavation of material classified as unsuitable below the sub-grade elevation.

- H. Unauthorized Excavation: The removal of materials beyond indicated subgrade elevations, trench payment width, or dimensions without direction by the Engineer. Unauthorized Excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.
- I. Structures: Footings, foundations, slabs and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- J. Utilities: Onsite underground pipes, conduits, ducts, and cables, as well as underground services within -the project limit.
- K. Dust Control: Controlling dust blowing and other movement on construction sites and roads due to construction equipment.

1.04 REFERENCES

- A. The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. American Association of State Highway and Transportation Officials (AASHTO)
 - AASHTO M36 Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains
 - AASHTO M43 Sizes of Aggregate for Road and Bridge Construction
 - AASHTO T180 Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and 457-mm (18-in.) Drop
- C. American Society for Testing and Materials (ASTM)
 - ASTM D 2487 Classification of Soils for Engineering Purposes (Unified Soil Classification System)

1.05 SUBMITTALS

- A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Certificate of supply from borrow source, approved by ALDOT soil testing lab, that the material meets the Specification requirements.
- C. Test Reports: In addition to test reports required under Field Quality Control, submit the following:
 - 1. Laboratory analysis of each soil material proposed for fill and backfill from on-site and borrow sources.
 - 2. One optimum moisture-maximum density curve and sieve analysis results for each soil material
- D. Material certifications for Sediment and Erosion Control Devices.
- E. Submit the design of any required support of excavation systems for the approval of the Engineer. Provide layout drawings for the designed system and other data prepared and sealed by a Registered Professional Engineer licensed in the State of Alabama. System design and calculations shall be in accordance with AASHTO standards and acceptable to local authorities

having jurisdiction. Submit trench box manufacturer certification that the equipment will sustain the anticipated loading and comply with AASHTO standards.

- F. Delivery Tickets: When requested by the Engineer, submit delivery tickets with each load of backfill material.
- G. Qualifications of the Independent Third-Party Inspection Agency to be employed by the Contractor.
- H. Description of guardrails and barricades used to protect the sides of trenches and excavations.
- I. Disposal logs for excavated material deemed unsuitable for backfill and disposed offsite. Logs shall be accompanied by the test reports for the material.
- J. Final Excavation/Backfill Surveys:
 - 1. At the completion of excavation to the grades specified in the Contract Drawings, submit final excavation survey to confirm conformance with the Drawings and establish the required backfill volume based on actual excavation performed.
 - 2. At the completion of backfilling to the grades specified in the Contract Drawings, submit final backfilling survey to confirm conformance with the Drawings.
- K. Compaction grouting:
 - a. Material product data and testing certificates
 - b. Mix design and compressive strength testing
 - c. Provide a list of major components to be used, such as pumps, hoses, pipes, fittings and drilling equipment, manufacturers' data on size, type, pressure rating, capacity and other critical characteristics for each item prior to the commencement of work.
 - d. Provide a listing of personnel to perform the work that includes the experience and qualification of key personnel.
 - e. Provide a list of similar work performed in the previous five years, using similar equipment and personnel. Include dates and project locations.
 - f. Submit copies of drilling and grouting report forms for approval by the Engineer.
 - g. Submit certification(s) of grout gauges.

1.06 QUALITY ASSURANCE

- A. Inspection Agency: An independent third party for inspection of soil compaction shall be provided by the Contractor. Agency shall employ National Institute for Certification in Engineering Technologies (NICET) Level II technicians certified in geotechnical engineering technology/construction or construction materials testing/soils to perform testing specified herein.
- B. The Agency's responsibilities shall include:
 - 1. Having an Inspector present on-site during all earthwork operations.
 - 2. Approving all backfilling procedures and mechanical compaction equipment.
 - 3. Verifying compaction by in-place density tests. Tests shall be submitted to the Engineer for review. A minimum of one density test per lift shall be performed for each 2,500 square feet of lift area, or more often if directed by the Engineer.

4. The Contractor shall notify the Inspection Agency three days before the beginning of work so that the Inspection Agency can have a soils engineer and/or soils technician on the site during the work. All costs of this Inspection Agency incurred due to lack of coordination by the Contractor of the earthwork, causing unnecessary visits by the Inspection Agency, shall be paid for by the Contractor.
 5. Maintaining accurate records in regard to Excavation and fill or backfill for approved undercutting or over-excavation.
- C. Structures, paving, landscaping, and other site improvements damaged by settlement, shall be removed and replaced at no extra cost to the Owner.

1.07 SYSTEM DESCRIPTION

- A. Excavation work under this contract is unclassified, and includes (without limitation) Excavation and removal of all soil, paving materials, shale, rock, boulders, existing foundations, fill and every kind of subsurface condition encountered in the contract area, whether manmade or naturally occurring.
- B. Maintain carefully all benchmarks, monuments, and other reference points and, if disturbed or destroyed, replace as directed by Engineer.
- C. All work specified herein shall be done in a safe, approved manner and in accordance with all governing codes, ordinances, and regulations.
- D. Suitable onsite material excavated from within the existing coffer cells or behind the existing wharf and cells shall be stockpiled, then used as fill. Only material meeting the requirements for suitable onsite material, as specified in Paragraph 2.01 and as determined by the Inspection Agency shall be placed in this stockpile.
- E. All unsuitable material and excess shall be disposed of off-site.

1.08 SUBSURFACE INFORMATION

A Boring Plan and Subsurface Profiles are presented in the Contract Drawings. The Contractor, at his own expense, may make additional investigations he considers justified.

1.09 PROJECT CONDITIONS

- A. Demolish and completely remove from site existing underground utilities and structures indicated to be removed within the limits of demolition. Contractor shall verify that existing utilities noted as abandoned on the plans are in fact abandoned and not active prior to demolition. Coordinate with utility companies to shut off services if lines are active.
- B. The Contractor is responsible for verifying the location of underground utilities.
- C. The south coffer cell is believed to be filled with a combination of sand and 9"-12" stone below the concrete cap over its footprint. Between the cap and current grade, the fill is unknown, but is likely to be select structural backfill from the construction of the museum bulkhead.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. The Contractor shall reuse suitable onsite material for backfill material. If additional material is required, the Contractor shall use Select Borrow as specified in subparagraph 2.01.C of this Section.
- B. Classification of suitable onsite material for general site grading and backfill shall be determined solely by the Engineer using the following criteria:
 - 1. The material shall not contain wood, organics, or debris.
 - 2. Maximum particle size less than 4 inches.
 - 3. Moisture content less than 20%.
 - 4. Liquid Limit less than 40.
 - 5. Plastic Index less than 15.
- C. Select borrow material shall conform to the following:
 - 1. United Soil Classification soil groups GW, GP, GM, SW, SP, SM, in accordance with ASTM D 2487.
 - 2. The percent of material passing the No. 200 sieve shall not exceed 20%.
 - 3. The Liquid Limit shall not exceed 40 and the Plastic Index shall not exceed 10.
 - 4. The maximum dry density of the material shall exceed 105 lb/ft³ as determined by AASHTO T180, Method C.
 - 5. Material shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, frozen materials, vegetation, or other deleterious materials.
 - 6. Recycled asphalt, concrete, or slag product shall not be used.
- D. The Contractor shall reuse the stockpiled material as backfill, providing the material meets the requirements of subparagraph 2.01.B of this Section.

2.02 SEDIMENT AND EROSION CONTROL

Material furnished for sediment and erosion control shall comply with applicable articles of Section 665 of ALDOT specifications, including revisions thereof and additions thereto, unless otherwise specified herein, and summarized as follows:

- 1. Corrugated metal pipe for stabilized construction entrance shall conform to AASHTO M36. The pipe shall have a minimum thickness of 14 gauge.
- 2. Geotextile for stabilized construction entrances shall conform to the requirements of Section 600's of ALDOT and also ADEM specification.
- 3. Mulch shall conform to the requirements of Section 920.05 of the MDOT-SHA Standard Specifications for straw mulch.
- 4. Removable Pumping Station shall be in accordance with the standard detail shown on the Contract Drawings.
- 5. Sediment basin spillway riser plate shall be 1/2-inch-thick galvanized steel, with a draw down device of 6-inch perforated corrugated metal pipe.

6. Soil stabilization matting shall conform to the requirements of ALDOT specification section 200's.
7. Stone for stabilized construction entrances shall conform to the requirement of AASHTO M43, Size No. 2.
8. Temporary and Permanent Seed shall conform to the requirements of the Contract Drawings.
9. Turbidity Curtain shall be in accordance with the standard detail shown on the Contract Drawings.
 - a. Fabric: 22 oz. – 500 lb/in tensile strength vinyl coated nylon.
 - b. Floatation: 12" marine quality rolled microfoam.
 - c. Main Load Lines: 5/16" vinyl sheathed galvanized steel cables (over 19,000 lb break strength).
 - d. Ballast: 1.5 lb/ft enclosed 3/8" galvanized chain
 - e. General construction of curtain shall comply with DOD specification MIL-B-29617(YD).
10. Fabric for Inlet Protection shall conform to the requirements of Section 600.
11. Fabric for Silt Fence shall conform to the requirements of Section 6001 of the ALDOT Specifications.
12. Stone for Inlet Protection shall be No. 2 stone in accordance with AASHTO M43.

2.03 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick minimum, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep.
- B. Tape Colors: Provide tape colors for utilities as follows:
 1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.

2.04 SUPPORT OF EXCAVATION

Use manufacturers and materials for shoring, sheeting, and bracing as recommended by the Contractor's licensed Professional Engineer who designed the shoring, sheeting, and bracing.

2.05 COMPACTION GROUTING

A. Mix Design

1. Grout mix shall be composed of Portland cement, a supplementary cementitious material, and natural soil. The mix shall achieve a design compressive strength of 3000 psi minimum.

B. Materials

1. Cementitious materials: See Section 03 31 30 Marine Concrete.
2. Natural Soil:
 - a. Soil fines must have a liquid limit of 25 or less and a plasticity index of 10 or less when tested according to AASHTO T 89 and T90, respectively. Natural fines may be supplemented by fly ash to achieve the specified percent passing the No. 200 sieve.

Sieve Size	Percent Passing by Weight
3/8"	100
No. 200	10-30

3. Admixtures:

- a. See Section 03 31 30 Marine Concrete. Anti-washout admixture is required.

4. Equipment:

- a. Compaction Grout Mixer. Furnish a pugmill type grouting mixer to ensure complete mixing of the stiff grout, or a mixer approved by the Engineer. The compaction grout mixer must be of sufficient capacity to continuously deliver grout having a slump of less than 2 in. at pressures up to 1,000 psi, at flow rates ranging from 0.1 to 5.0 cubic feet per minute.
- b. Riser. Furnish a riser elbow having a minimum 1 ft. radius curve to minimize the potential for grout blockage.
- c. Gauges. Provide gauges at the pump and the grout pipe head to measure pressure and rate of flow. The type and location of gauges must be approved by the Engineer. Provide a dial gauge or meter capable of measuring to 0.5 cu. ft. or less to measure the amount of grout pumped into the hole. Provide a pressure gauge graduated in 10-psi increments or less to measure the applied pressure. All gauges must be certified accurate to within 2%. Submit certification to the Engineer for review prior to any construction activities. Suitably protect gauges and flow meters to prevent grout clogging or damage from handling, vibration or shock.
- d. Grout Hose. Furnish a compaction grout hose having a minimum inside diameter of 2 in. with non-restrictive full flow couplings and having sufficient strength for the pressures anticipated and being in good repair.
- e. Drilling Equipment. Furnish drilling equipment capable of drilling through the

- f. subsurface materials. The drilling equipment must be capable of installing the casing to be used. Provide flush joint steel casing with a minimum inside diameter of 2 in. The steel casing must have adequate strength to maintain the hole and to withstand the required jacking and pumping pressures.
- 5. Contractor Experience:
 - a. The Contractor who does this compaction grouting work must have at least three years of experience in soil-cement grouting involving pressures above 200 psi. Submit the name of the firm that will do the compaction grouting at the pre-construction conference. Perform no work until the firm is approved by the Engineer.

PART 3 - EXECUTION

3.01 GENERAL

- A. Excavation, grading, and fill construction shall conform to the ALDOT Section 200 except as modified herein.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- C. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- D. Ground surfaces after completion of Unclassified Excavation shall conform to the lines and grades shown on the Contract Drawing to within 0.1-foot.
- E. Excavation of unsuitable material below proposed subgrade elevations shall only be performed as directed by the Engineer; the Contractor shall be responsible for maintaining records of such work.

3.02 EXCAVATION

- A. Explosives: Explosives are not permitted.
- B. Sheet piling and Shoring: Sheet piling and shoring shall be incidental to any earthwork operation.
 - 1. Sheet piling and shoring shall be employed by the contractor where required to protect existing site features and structures from damage due to layback excavations.
 - 2. The Contractor shall support the sides and ends of all excavations with braces, trench boxes, sheet piling shores, or stingers which meet accepted engineering requirements. All sheet piling shall be put in place and/or driven by persons skilled in such work and shall be so arranged that it may be withdrawn as backfilling proceeds, without injury to the structures built under the contract or to any roadbed, adjacent structure, or property. If, in the opinion of the Engineer, the material furnished for sheet piling Excavation is not of proper quality or sufficient size, or not properly placed to ensure the safety of the work or of adjacent structures or property, the Contractor shall, upon notice, forthwith procure and place suitable shoring materials or the work may be ordered stopped until said notice shall have been carried out and without entitling the Contractor to any claim for extra compensation, damage, or delay. Nothing in this Specification shall be read or interpreted as permitting lesser degrees of support than required by Federal regulations under OSHA. At all times, Federal requirements shall be met, as a minimum.

3. All sheeting in Excavation shall be withdrawn as the backfilling proceeds. If the Contractor requests to leave the sheeting in place and the Engineer approves, it shall be cut-off at least 18 inches below the finished grade. All cut-off material shall be removed. The sheeting left in place and the cut-off and removal shall be at the Contractor's own expense.
 4. Wherever necessary, in quicksand or soft ground, or for the protection of any property, sheeting shall be driven to such depth below the bottom of the Excavation as may be required or directed without extra compensation.
 5. Guardrail or barricades shall be provided at or near the sides of excavations as necessary to protect the workmen and the public. The description of the type of guardrail or barricades to be used shall be submitted to and approved by the Engineer prior to starting any work.
 6. Excavated material and superimposed loads shall not be nearer than 18 inches to the sides of an excavation, unless bracing has been installed that is designed to withstand the load.
- C. Unclassified Excavation: Excavation is unclassified and includes Excavation to required subgrade elevations regardless of the character of materials and obstructions encountered. Unclassified Excavation shall be confined to the Excavation, backfill, compaction, hauling, and disposal for pavements on fast land. Excavation for demolition and removal work, as well as installation of utilities, shall be considered incidental to that work.
- D. Suitable onsite material encountered within the limits of excavation shall be reused as backfill. The Contractor shall carefully excavate to avoid contamination with unsuitable materials. Stockpiled material shall be protected to prevent loss or contamination with other materials. Surplus material shall be disposed of offsite. The Contractor shall keep a disposal log to be submitted to the Engineer.
- E. The Contractor shall exercise care in his excavation operations so as not to damage existing pavement and structures to remain.
- F. Pavement materials, concrete foundations, wood, trash, debris, and unsuitable soils encountered shall be disposed of offsite in a legal manner.

3.03 STORAGE OF EXCAVATED MATERIALS

- A. Following removal of existing landscaping features, the Contractor shall excavate where required for construction, and stockpile all suitable onsite material for reuse as backfill. The Contractor shall segregate and remove any debris resulting from demolition from the material to be stockpiled.
- B. The suitable onsite material shall be hauled and stockpiled in as indicated on the drawings. The stockpile embankment will be no more than twenty (20) feet in height with maximum 2:1 side slopes. The Engineer shall make the sole determination as to the suitability or unsuitability of the excavated material for reuse as structural fill for the new wharf based on soil classification and moisture content.
- C. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
1. Stockpile soil materials away from edge of excavations and provide silt fence to retain any sediment from running offsite.

3.04 BACKFILLING

- A. Contractor shall recover and reuse the stockpiled material to backfill excavations. The Contractor shall be responsible for making sure enough quantity is available for all required backfilling areas prior to disposal of any suitable excavated material.
- B. This fill may be supplemented with material meeting the requirements of Select Borrow as specified in Paragraph 2.01.C of this Section.
- C. Backfill material shall be layered and compacted.

3.05 COMPACTED FILL

- A. Fills shall be constructed in accordance with Section 204.03 of ALDOT Specifications Section 200 unless otherwise specified.
- B. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches in loose depth for material compacted by hand-operated tampers.
- C. Place backfill and fill materials evenly on all sides of structures to required elevations.
- D. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to AASHTO T180:
 - 1. Across the project site, compact the top 12 inches below subgrade and each layer of backfill or fill material at 97% maximum dry density.
- E. When necessary, the layer shall be wetted or dried in order to compact the layer to the required density. The resultant moisture content, when finally compacted to required density, shall be within two (2) percentage points of optimum.
- F. Top of fill grade shall conform to the elevations shown in the Contract Drawings to within 1/2-inch.
- G. Compaction shall be by suitable mechanical compaction equipment subject to the approval of the Inspection Agency.
- H. Areas inaccessible to mechanical rollers shall be compacted with mechanical tampers to the required density.

3.06 PROTECTION

Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

3.07 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and all unsatisfactory waste material, including soil, trash, and debris, and legally dispose of it off the property.
- B. Pavement materials, concrete foundations, wood, trash, track materials, debris and unsuitable soils encountered shall be disposed of in accordance with all local, State and Federal regulations governing their disposal.

3.08 EROSION AND SEDIMENT CONTROL

- A. Installation of erosion and sediment control structures is phased in accordance with the construction sequencing plan set forth on the Contract Drawings. If the Contractor proposes any changes to the Erosion and Sediment Control Plans, they must be submitted at least 14 days prior to the Notice to Proceed to -
- B. Any standing water within the Excavation that the Contractor chooses to pump shall be diverted to a sediment control filtering structure or device before allowing it to drain into any manmade or natural waterway.
- C. The Contractor shall maintain Stabilized Construction Entrances in a serviceable condition by removing debris, adding stone, or other methods as approved by the Engineer.
- D. Silt Fence and Inlet Protection shall be maintained throughout construction.
- E. Temporary and permanent seeding and mulching schedule and rates of application shall be made in accordance with ALDOT specifications.
- F. Turbidity curtain shall be anchored at 50-foot intervals. Provide a buoy at each anchor location.

3.09 FIELD QUALITY CONTROL

Field Density

- 1. In-place density shall be measured in accordance with ALDOT specifications Section 300.
- 2. A minimum of one (1) density and moisture content test shall be performed for each 2,500 square feet per lift of backfill above the water table.

3.10 COMPACTION GROUTING

- A. Grout Pipe Installation
 - 1. Use a drilling method that is capable of simultaneously drilling the hole and advancing the casing to prevent collapsing the hole. Install the casing in such a way that there is intimate contact with the drilled hole wall in order to prevent grout leakage and/or premature upward movement of the casing during injection of high pressure compaction grout. Furnish and use external packing or other means of assuring grout delivery to the bottom of the hole as approved by the Engineer.
 - 2. Employ only air or air-injected foam to install grout pipes. No other drilling fluids may be used unless approved by the Engineer. Install all grout pipes to within five degrees of vertical, or as directed by the Engineer.
- B. Grout Injection Procedures
 - 1. Continuously monitor grouting pressure and flow rate at the grout pipe head and at the pump by pressure gauges and flow meters.
 - 2. Inject compaction grout in increments of 2 ft. under continuous pressure by the bottom-up method.
 - 3. Controlled compaction grout pumping rates of 0.1 to 2.0 cubic feet per minute are required. The acceptable rate of injection must not exceed 2.0 cubic feet per minute.
 - 4. Criteria for Raising Grout Pipe:
 - a. The grout pressure at the gage located at the grout pipe head exceeds 200 psi.

- b. More than 2 cu. ft. of grout is injected per 2 ft. interval at a pressure of 100 psi or greater.

C. Testing and Quality Control:

1. Drilling Reports:

- a. Prepare and provide drilling reports which contain at least the following information: Name of driller, type of drill and method being used, date started, date completed, type of flushing, location of hole, depth of hole and type and depth of material encountered.

2. Grouting Reports:

- a. Prepare grouting reports which contain at least the following information:
 - 1) Name of grouting technician, constituents and proportions of grout, log of quantity injected per 5 ft. of hole, date, rate of pumping, grouting pressure at the hole, type of pump, grouting pressure at the pump, and depth of hole. Make drilling reports and grouting reports available to the Engineer at the end of each working day.

*****END OF SECTION*****

SECTION 31 41 16

METAL SHEET PILING

PART 1 - GENERAL

1.01 DESCRIPTION

The work covered by this Section includes the furnishing of all material and equipment and the performing of all labor to complete the steel sheet pile bulkhead wall and deadmen (steel sheet piling) as shown on the Contract Drawings and as herein specified or directed by the Engineer.

1.02 RELATED SECTIONS

Section 05 50 13	Miscellaneous Metal Fabrications
Section 09 97 13	Coating of Steel Waterfront Structures

1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. American Welding Society (AWS)
 - AWS D1.1/D1.1M (2020) Structural Welding Code - Steel
- C. ASTM International (ASTM)
 - ASTM A6/A6M (2021) General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
 - ASTM A572/A572M (2021e1) High-Strength Low-Alloy Columbium-Vanadium Structural Steel

1.04 SUBMITTALS

- A. General: Submit the following in accordance with Section 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.
- B. Preconstruction Submittals
 - 1. Driving Procedures
 - 2. Pulling and Redriving Procedures
 - 3. Installation Plan
 - a. Submit information on the proposed methods of installation, pile driving plan including sequence of driving, and details of all pile driving equipment and accessories.
- C. Shop Drawings
 - 1. Steel Sheet Piling (z-shaped) sheets, interlocks, connectors, and all other all fabrications, coated lengths

- D. Product Data
 - 1. Pile Driving Equipment
- E. Test Reports
 - 1. Materials Tests and Mill Certificates
- F. Closeout Submittals
 - 1. Pile Driving Records
 - 2. As-Built Survey/Drawings

1.05 QUALITY ASSURANCE

Material Certificates: For each shipment, submit certificates identified with specific lots prior to installing piling. Include in the identification data piling type, dimensions, chemical composition, mechanical properties, section properties, heat number, and mill identification mark.

1.06 DELIVERY, STORAGE, AND HANDLING

Materials delivered to the site shall be new and undamaged and shall be accompanied by certified test reports. Provide the manufacturer's logo and mill identification mark on the sheet piling as required by the referenced specifications. Store and handle sheet piling in the manner recommended by the manufacturer to prevent permanent deflection, distortion or damage to the interlocks; as a minimum, support on level blocks or racks spaced not more than 10 feet apart and not more than 2 feet from the ends. Storage of sheet piling shall also facilitate required inspection activities and prevent corrosion due to damage to coatings prior to installation.

PART 2 - PRODUCTS

2.01 STEEL SHEET PILING

- A. Submit detail drawings for steel sheet piling, including z-shaped sections, connectors, and interlocks, showing complete piling dimensions and details, driving sequence, coated length, and location of installed piling.
 - 1. Include in the drawings, details of top protection, special reinforcing tips, tip protection, lagging, splices, fabricated additions to plain piles, cut-off method, corrosion protection, and dimensions of templates and other temporary guide structures for installing piling. Provide details of the method for handling piling to prevent permanent deflection, distortion, damage to piling interlocks, and damage to coating systems.
 - 2. Steel sheet piling shall be hot-rolled steel sections conforming to ASTM A572/A572M, Grade 60.
 - 3. For protection of sheet piling, coat it in accordance with Section 09 97 13, "Coating of Steel Waterfront Structures."
- B. Interlocks: The interlocks of sheet piling shall be free-sliding, provide a swing angle suitable for the intended installation but not less than 5 degrees when interlocked, and maintain continuous interlocking when installed.
- C. General Requirements: Sheet piling, including z-shaped sections, interlocks, and connectors, shall be full-length sections of the dimensions shown. Provide sheet piling with standard pulling holes. Fabrication for sheet piling shall be as specified herein and as specified in Section 05 50 13, "Miscellaneous Metal Fabrications," as applicable.

- D. Galvanic Anode Cathodic Protection System:
1. If the cathodic protection system design include anodes fixed to the sheet piling waterside of the bulkhead wall, the connectors for the anodes must be installed on the sheet piling prior to coating and pile driving.
 2. After completion of all pile driving and approval by the Engineer of the pile installation as-built survey, the interlocks of all sheet piles shall be welded together with a 4" long, 3/16" fillet weld at the top of each interlock for electrical continuity.

2.02 APPURTENANT METAL MATERIALS

Provide tie rods, metal plates, shapes, bolts, nuts, and other appurtenant fabrication and installation materials conforming to manufacturer's standards and to the requirements specified in the respective sheet piling standards and in Section 05 50 13, "Miscellaneous Metal Fabrications."

2.03 TESTS, INSPECTIONS, AND VERIFICATIONS

- A. Requirements for material tests, workmanship and other measures for quality assurance shall be as specified and in Section 05 50 13, "Miscellaneous Metal Fabrications."
- B. Materials Tests and Mill Certificate: Submit certified materials tests reports and mill certificates showing that sheet piling and appurtenant metal materials meet the specified requirements, for each shipment and identified with specific lots prior to installing materials. Material test reports shall meet the requirements of ASTM A6/A6M. Perform materials tests conforming to the following requirements. Sheet piling and appurtenant materials shall be tested and certified by the manufacturer to meet the specified chemical, mechanical and section property requirements prior to delivery to the site. Testing of sheet piling for mechanical properties shall be performed after the completion of all rolling and forming operations. Testing of sheet piling shall meet the requirements of ASTM A6/A6M.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Pile Driving Equipment
1. Submit complete descriptions of sheet piling driving equipment including vibratory and impact hammers, extractors, protective caps and other installation appurtenances, at least 30 days prior to commencement of work. Descriptive information includes manufacturer's name, model numbers, capacity, rated energy, hammer details, cushion material, helmet, and templates. Provide pile driving equipment conforming to the following requirements.
 2. Driving Hammers: Hammers shall be vibratory type. The driving energy of the hammers shall be as recommended by the manufacturer for the piling weights and subsurface materials to be encountered. Repair damage to piling caused by use of a pile hammer with excess delivered force or energy.
 3. Jetting Equipment: Jetting will not be permitted.
 4. Spudding: Spudding will not be permitted.
 5. Predrilling Equipment: Predrilling to remove obstructions encountered below grade is permitted. Submit complete descriptions of equipment and proposed drill size. Drilling fluid is not permitted as the hole must be allowed to fill with soil after extraction of the drill.

B. Placing and Driving

1. Any excavation and removals required within the area where sheet pilings are to be installed shall be completed prior to placing sheet pilings. Pilings properly placed and driven shall be interlocked throughout their length with adjacent pilings to form a continuous diaphragm throughout the length or run of piling wall.
 - a. Sheet piling shall be carefully located as indicated or as otherwise directed by the Engineer. Pilings shall be placed plumb with out-of-plumbness not exceeding 1/8 inch per foot of length and true to line. Place the pile so the face will not be more than 6 inches from vertical alignment at any point. Top of pile at elevation of cut-off shall be within 1/2 inch horizontally and 2 inches vertically of the location indicated. Extents of piles shall be within 6 inches of locations shown on the drawings. Manipulation of piles to force them into position will not be permitted. Check all piles for heave. Redrive all heaved piles to the required tip elevation.
 - b. Provide temporary wales, templates, or guide structures to ensure that the pilings are placed and driven to the correct alignment. Use a system of structural framing sufficiently rigid to resist lateral and driving forces and to adequately support the sheet piling until design tip elevation is achieved. Use two templates, at least, when placing each piling not less than 20 feet apart. Templates shall not move when supporting sheet piling. Fit templates with wood blocking, UHME-PE, or other suitable material to bear against the web of each alternate sheet pile and hold the sheet pile at the design location alignment. Provide outer template straps or other restraints as necessary to prevent the sheets from warping or wandering from the alignment. Mark template for the location of the leading edge of each alternate sheet pile. If in view, also mark the second level to assure that the piles are vertical and in position. If two guide marks cannot be seen, other means shall be used to keep the sheet pile vertical along its leading edge.
 - c. Driving: Submit records of the completed sheet piling driving operations, including a system of identification which shows the disposition of approved piling in the work, driving equipment performance data, piling penetration rate data, piling dimensions and top and bottom elevations of installed piling. Drive pilings with the proper size hammer and by approved methods so as not to subject the pilings to damage and to ensure proper interlocking throughout their lengths.
 - d. Maintain driving hammers in proper alignment during driving operations by use of leads or guides attached to the hammer.
 - e. Employ a protecting cap in driving when using impact hammers to prevent damage to the tops of pilings. Remove and replace pilings damaged during driving or driven out of interlock at the Contractor's expense.
 - f. Drive pilings without the aid of a water jet.
 - g. Take adequate precautions to ensure that pilings are driven plumb. Where possible, drive Z-pile with the ball end leading. If an open socket is leading, a bolt or similar object placed in the bottom of the interlock will minimize packing material into it and ease driving for the next sheet. If at any time the forward or leading edge of the piling wall is found to be out-of-plumb in the plane of the wall the piling being driven shall be driven to the required depth and tapered pilings shall be provided and driven to interlock with the out-of-plumb leading edge or other approved corrective measures shall be taken to insure the plumbness of succeeding pilings. The maximum permissible taper for any tapered piling shall be 1/8 inch per foot of length.
 - h. Pilings in each run or continuous length of piling wall shall be driven alternately in increments of depth to the required depth or elevation. No piling shall be driven to

a lower elevation than those behind it in the same run except when the pilings behind it cannot be driven deeper. Incrementally sequence driving of individual piles such that the tip of any sheet pile shall not be more than 4 feet below that of any adjacent sheet pile. If the piling next to the one being driven tends to follow below final elevation it may be pinned to the next adjacent piling.

- i. If obstructions restrict driving a piling to the specified penetration, the obstructions may be removed by predrilling. Vibration levels at the monitoring point within the Wallace Tunnel must not exceed the limit during these activities. If the Contractor demonstrates that removal or penetration is impractical, make changes in the design alignment of the piling structure as directed to ensure the adequacy and stability of the structure. Pilings shall be driven to depths shown and shall extend up to the elevation indicated for the top of pilings. A tolerance of 2 inches above the indicated top elevation will be permitted.
 - j. Pilings shall not be driven within 100 feet of concrete less than 7 days old.
- C. Cutting-Off and Splicing: Pilings driven to refusal or to the point where additional penetration cannot be attained and are extending above the required top elevation in excess of the specified tolerance shall be cut off to the required elevation. Pilings driven below the required top elevation and pilings damaged by driving and cut off to permit further driving shall be extended as required to reach the top elevation by splicing when directed at no additional cost to the Owner. If directed, pilings shall be spliced as required to drive them to depths greater than shown and extend them up to the required top elevation.
 - 1. Pilings adjoining spliced pilings shall be full length unless otherwise approved. If splices are allowed in adjoining pilings, the splices shall be spaced at least 4 feet apart in elevation. Splicing of pilings shall be as indicated. Ends of pilings to be spliced shall be squared before splicing to eliminate dips or camber. Pilings shall be spliced together with concentric alignment of the interlocks so that there are no discontinuities, dips, or camber at the abutting interlocks. Spliced pilings shall be free sliding and able to obtain the maximum swing with contiguous pilings. Welding and inspection of splices shall conform to the requirements of Section 05 50 13, "Miscellaneous Metal Fabrications". Shop and field welding, qualification of welding procedures, welders, and welding operators shall be in accordance with AWS D1.1/D1.1M.
 - 2. The tops of pilings excessively battered during driving shall be trimmed when directed, at no cost to the Owner. Piling cut-offs shall become the property of the Contractor and shall be removed from the site.
 - 3. Cut holes in pilings for bolts, rods, drains, reinforcing, and utilities in a neat and workmanlike manner, as shown or as directed. Use a straight edge in cuts made by burning to avoid abrupt nicks. Bolt holes in steel piling shall be drilled or may be burned and reamed by approved methods which will not damage the surrounding metal. Holes other than bolt holes shall be reasonably smooth and the proper size for rods and other items to be inserted. Do not use explosives for cutting.
- D. Inspection of Driven Piling: Perform continuous inspection during pile driving. Inspect all piles for compliance with tolerance requirements. Bring any unusual problems which may occur to the attention of the Engineer. Inspect the interlocked joints of driven pilings extending above ground. Pilings found to be out of interlock shall be removed and replaced at the Contractor's expense.
- E. Pulling and Redriving: Submit the proposed method of pulling sheet piling, prior to pulling any piling. Pull, as directed, selected pilings after driving to determine the condition of the underground portions of pilings. Any piling so pulled and found to be damaged, to the extent that its usefulness in the structure is impaired, shall be removed and replaced at the

Contractor's expense. Piling pulled and found to be in satisfactory condition shall be redriven when directed.

3.02 INSTALLATION RECORDS & AS-BUILT SURVEY/DRAWINGS

- A. The Contractor shall maintain a pile driving record for each sheet pile component driven as specified herein. Indicate on the installation record: installation dates and times, pile locations, tip elevations, cut-off elevations, and any reheading or cutting of piles. Record any unusual pile driving problems during driving. Submit complete records in a timely manner to the Engineer.
- B. After all wall piling has been driven, perform an as-built survey of the wall's plan location, recording the location of the waterside face of the sheet piling at every interlock. At the closure locations, survey the locations of the terminating interlocks and pile flange corners at each side of the closure. Survey must be prepared and certified by a qualified land surveyor licensed in the State of Alabama. Prepare drawings showing the wall alignment according to the survey and the as-built details of each wall closure.
- C. Concrete for the wall cap shall not be placed until the Engineer has reviewed and accepted the pile driving records and as-built survey/drawings. The survey and drawings shall be provided in a georeferenced AUTOCAD format.

*****END OF SECTION*****

SECTION 31 62 16

STEEL PIPE PILES

PART 1 - GENERAL

1.01 SCOPE

Steel Pipe Piles consist of the installation of Owner-furnished driven steel pipe piles by use of vibratory hammers.

1.02 RELATED WORK

- A. Marine Concrete – Section 03 31 30
- B. Miscellaneous Metal Fabrications – Section 05 50 13

1.03 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only. The most recent edition of this publication, including any revisions, shall be used.

- A. AMERICAN WELDING SOCIETY (AWS)
 - AWS D1.1/D1.1M (2020) Structural Welding Code - Steel
- B. ASTM INTERNATIONAL (ASTM)
 - ASTM A6/A 6M (2021) Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling
 - ASTM A 27 (2020) Steel Castings, Carbon, for General Applications
 - ASTM A252 (2019) Standard Specification for Welded and Seamless Steel Pipe Piles
 - ASTM D3966/D3966M (2022) Standard Test Methods for Deep Foundations Under Lateral Load

1.04 SUBMITTALS

The following shall be submitted to the Owner's Representative in accordance with the Contract Documents. Note that approval of the submittals by the Owner's Representative shall not be construed as relieving the Contractor from responsibility for compliance with the specification nor from responsibility of errors of any sort in the submittals.

- A. Preconstruction Submittals
 - 1. Installation procedures
 - a. Submit information on the proposed methods of installation, pile driving plan including sequence of driving, and details of all pile driving equipment and accessories.
- B. Shop Drawings

1. Pile placement: Submit pile placement plan at least 30 days prior to delivery of piles to the job site.
- C. Product Data
 1. Delivery, Storage, and Handling: Submit delivery, storage, and handling plans for piles at site.
- D. Closeout Submittals
 1. Pile Driving Records: Submit complete and accurate job pile driving records as specified in paragraph entitled "Pile driving records" of this section, within 15 calendar days after completion of driving.
 2. As-Driven Survey: Submit pile as-driven location survey as specified in paragraph entitled "Survey Data" of this section, within 15 calendar days after completion of driving.

1.05 DELIVERY, STORAGE, AND HANDLING

Conform all delivery, storage, and handling of materials to the requirements specified herein. Develop and submit plans for the delivery, storage, and handling of piles.

- A. Delivery and Storage
 1. Stack piles during delivery and storage so that each pile is maintained in a straight position and is supported every 10 feet or less along its length and not more than 2 feet from ends to prevent exceeding the maximum camber or sweep. Do not stack piles more than 5 feet high.
- B. Handling
 1. Piles shall be lifted using a cradle or multiple points pick-up to ensure that the maximum permissible camber is not exceeded due to insufficient support, except that a one-point pick-up may be used for lifting piles that are not extremely long into the driving leads. Nylon slings shall be used to handle coated steel piles during shipment, delivery to the site, and handling.
 2. Piles shall not be dragged across the ground. The Contractor shall inspect piles for excessive camber and for damage before transporting them from the storage area to the driving area and immediately prior to placement in the driving leads.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Pipe Piles
 1. Piles were already fabricated as part of a separate contract (PR-029-22) whose scope once included the south coffer cell, but was cancelled and redirected to this contract. Piles are currently being stored in a City of Mobile storage yard (850 Owens St, Mobile, AL 36604). Coordinate with the City Engineering Department to obtain the piles.
- B. Pile Coating
 1. Piles shall not be coated.
- C. Concrete Infill for Bulkhead Deadman Piles
 1. Concrete infill shall be in accordance with Section 03 31 30 MARINE CONCRETE.

PART 3 - EXECUTION

3.01 PILE DRIVING EQUIPMENT

- A. Select the proposed pile driving equipment, including hammers and other required items, and submit complete descriptions of the proposed equipment in accordance with paragraph "Submittals."
- B. Pile Driving Hammers
 - 1. Provide vibratory type pile driving hammer.
 - a. Vibratory Hammers
 - 1) The size or capacity of hammers must be as recommended by the hammer manufacturer for the total pile weight and the character of the soil formation to be penetrated. The hammer must provide for maintaining a rigid connection between the hammer and the pile. In accordance with paragraph "Submittals," submit the following information for each vibratory hammer proposed:
 - i. Make and model.
 - ii. Eccentric moment (inch-pounds).
 - iii. Dynamic force (tons).
 - iv. Steady state frequency or frequency range (cycles per minute).
 - v. Vibrating weight (pounds).
 - vi. Amplitude (inches).
 - vii. Maximum pull capacity (tons).
 - viii. Non-vibrating weight (pounds).
 - ix. Power pack description.
 - b. Pile Driving Leads
 - 1) Support and guide hammers with fixed extended leads or fixed underhung leads. Operate vibratory hammers free hanging without leads. Provide two intermediate supports for the pile in the leads to reduce the unbraced length of the pile during driving and pulling.
 - c. Pile Extractors
 - 1) Pile extractors shall be vibratory-type hammer.

3.02 INSTALLATION

- A. Inspect piles when delivered and when in the leads immediately before driving. Cut piles at cutoff grade by an approved method.
- B. Pile Driving Records
 - 1. Compile and submit accurate records of the pile driving operations on the approved form in accordance with paragraph "Submittals." Include in driving records for each pile the date driven, pile identification number, cross section shape and pile dimensions, location, deviations from design location, original length, ground elevation, top elevation, tip

elevation, batter alignment, description of hammer used, total driving time in minutes and seconds, and any other pertinent information as required or requested, such as unusual driving conditions, interruptions or delays during driving, damage to pile resulting from driving, heave in adjacent piles, redriving, weaving, obstructions, jetting and predrilling (where approved), and depth and description of voids formed adjacent to the pile.

2. Additional data required to be recorded for vibratory hammers includes hammer power pack description, make, size, horsepower applied to pile, and hammer operating frequency.

C. Pile Placement and Tolerances in Driving

1. Develop and submit a pile placement plan which shows the installation sequence and the methods proposed for controlling the location and alignment of piles. Accurately place piles in the correct location and alignments, both laterally and longitudinally, and to the vertical or batter lines indicated. Establish a permanent base line to provide for inspection of pile placement by the Engineer during pile driving operations prior to driving job piles and maintain during the installation of the job piles.
2. A final lateral deviation from the correct location at the cutoff elevation of not more than 6 inches will be permitted for vertical piles. Manipulation of piles will not be permitted. A variation of not more than 0.25 inch per foot of pile length from the vertical for vertical piles. Redesign of pile caps or additional work required due to improper location of piles is the responsibility of the Contractor. Inspect piles for heave. Redrive heaved piles to the required tip elevation. Maintain the correct relative position of all piles by the use of templates or by other approved means. Piles damaged or not located properly or exceeding the maximum limits for rotation, lateral and vertical deviation, and/or variation in alignment must be extracted and new piles driven, or additional piles provided at a location directed at no additional cost to the Owner.

D. Survey Data

1. After the driving of all piles is complete, provide the Owner's Representative with an as-driven survey showing actual location and top elevation of each pile. Present a survey in such form that it gives deviation from plan location in two perpendicular directions and elevations of each pile to nearest half inch. Survey must be prepared and certified by a qualified land surveyor licensed in the State of Alabama.
2. The survey shall be provided in a georeferenced AUTOCAD format.

E. Pile Driving

1. Notify the Owner's Representative 30 days prior to the date pile driving is to begin. Do not drive piles within 100 feet of concrete less than 7 days old. Drive piles with hammers of the same model and manufacturer, same energy and efficiency, and using the same driving system. Operate hammers at all times at the speed and under the conditions recommended by the manufacturer. Prior to driving and with the pile head seated in the hammer, check each pile to ensure that it has been aligned correctly. Once pile driving has begun, keep conditions such as alignment and batter constant. Drive each pile continuously and without interruption until the required tip elevation has been attained. Deviation from this procedure will be permitted only when driving is stopped by causes that reasonably could not have been anticipated. A pile that cannot be driven to the required depth because of an obstruction, as indicated by a sudden unexplained change in pile advancement or drifting, must be pulled and redriven or cut off and abandoned, whichever is directed. After piles are driven, cut off square as required at the indicated cutoff elevation. Backfill any voids around piles or abandoned holes for pulled piles with sand and compact to the same density as the surrounding soil.

F. Heaved Piles

1. When driving piles in clusters or under conditions of relatively close spacing, perform observations to detect heave of adjacent piles. Backdrive heaved piles to original tip elevation without additional cost to the Owner.
- G. Extracted Piles
1. Extract and replace piles damaged or impaired for use during driving with new piles, or cut off and abandon and drive new piles as directed without additional cost to the Owner. The Owner's Representative may require that any pile be extracted for inspection. Redrive extracted piles when found to be in suitable condition at another location as directed. Replace piles extracted as directed and found to be damaged with new piles at the Contractor's expense.
- H. Long Piles
1. Handle and drive piles of a high slenderness ratio carefully to prevent overstress. Provide pile driving rig with rigid supports so that leads remain accurately aligned. Where a high degree of accuracy is required, erect templates or guide frames at or close to the ground or water surface.
- I. Welding
1. All welding shall conform to AWS D1.1/D1.1M and Section 05 50 13 "Miscellaneous Metal Fabrications".
- J. Concrete Infill for Pipe Piles
1. Remove all water, soil and debris from inside of piles before placing concrete. The pile inside diameter shall be clean of all soils or other contaminants.

*****END OF SECTION*****

SECTION 33 51 43

INSTRUMENTATION AND PERFORMANCE MONITORING OF STRUCTURES

PART 1 - GENERAL

1.01 SCOPE

- A. The Contractor shall monitor vibrations associated with all construction operations involving hauling and placement of any construction materials, movement of heavy equipment, or any activity likely to cause high vibration levels. These features of work shall include pile driving, demolishing existing structure, excavating earth and placing earth into hauling equipment, hauling earth, placing backfill material, and compacting backfill material. Prior to the start of operations, the Contractor shall submit his plan for the number and location of his vibration monitoring equipment, and calibration reports for all of his vibration monitoring equipment for the approval of the ENGINEER. The vibration monitoring equipment shall be calibrated as recommended by the equipment manufacturer.
- B. This work covers the following items:
- C. Furnishing, installing, protecting, and maintaining vibration monitoring instrumentation; collecting vibration data; and interpreting and reporting the results of vibration monitoring.
- D. Implementation of any required preventive and remedial measures, using the vibration monitoring data, to protect the following buildings, structures, properties, and facilities (referred to from now on as "structures") from excess vibration during construction activities:
 - 1. The George Wallace Tunnel
- E. Development and preparation of a vibration monitoring control program.
- F. Recording baseline survey and ambient vibration levels at structures to be monitored.
- G. Supplying qualified personnel or a qualified subcontractor meeting the requirements of this Specification.
- H. The Owner is not responsible for the safety of the work based on vibration, and compliance with this Specification does not relieve the Contractor of full responsibility for damage caused by the Contractor's operations.

1.02 SUBMITTALS

- A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility for errors of any sort in the submittals.
- B. Preconstruction Submittals
 - 1. Vibration Monitoring Plan
- C. Product Data
 - 1. Seismographs
 - 2. Geophones
- D. Test Reports

1. Pre-Construction Baseline Vibration Report
 2. Preliminary Sheet Pile Driving Vibration Monitoring Report
 3. Construction Vibration Monitoring Reports
- E. Construction Vibration Monitoring Reports
1. Submit weekly regardless of whether recorded vibration reached the monitoring threshold. At the completion of construction, submit a summary report of observed vibrations and the corresponding construction activities occurring at the time of observation.
 2. The report shall include the job title; name of registered professional engineer and vibration monitoring firm; type of vibration monitoring equipment used including type, model and method of measuring vibrations; date of monitoring; location and sketch of monitoring operations; distance from operations; type and location of construction operation(s) being monitored; minimum and maximum readings (any readings above the maximum peak particle velocity) with dates, durations and times, including copies of vibration recording tapes with the documentation of corrective actions taken and the interpretation/ assessment that these vibrations would have had on the structure; and the original copies of the executed rights-of-entry agreements for property on which vibration monitoring occurred during that assessment Period. The ENGINEER may check the vibration monitoring operations by performing its own independent vibration monitoring.
- F. Certificates
1. Equipment Calibration Certificates
 2. Vibration Monitoring Specialist Qualifications

PART 2 - PRODUCTS

2.01 MATERIAL

- A. Seismograph. Provide three-component direct-reading velocity instrument (seismograph), having a frequency range of 2 cycles per second to 250 cycles per second, or greater, a velocity range of 0.02 to 4.0 in./sec, and adhering to design criteria for portable seismograph as outlined in USBM RI 5708 and USBM RI 6487. Provide appropriate up-to-date calibration certification for the instruments. Provide hardware, enclosures and other necessary items to secure and protect the seismograph in the designated location.
- B. Geophone. Provide geophone which is compatible with seismograph. Geophone for monitoring vibration at the George Wallace Tunnel must be located with the tunnel's southern lane at the location specified on construction drawings S-003 and S-103.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Qualifications.
1. Employ a Professional Engineer or Geologist licensed in the State of Alabama to perform vibration monitoring work (Vibration Monitoring Specialist). The Vibration Monitoring Specialist is to have at least five years of experience installing, using, and interpreting

vibration monitoring instrumentation, with at least (3) projects of similar size and complexity in the previous 5 years.

2. Submit the names and qualifications of the Vibration Monitoring Specialist to the Owner for approval, at least 30 days prior to the installation of the instruments or monitoring points.

B. Vibration Monitoring Plan.

1. Submit the Vibration Monitoring Plan to the Owner for review and approval, at least twenty-one (21) days prior to commencement of proposed construction activities. The Vibration Monitoring Plan will include, at a minimum:
 - a. Ambient vibration levels at the locations shown on construction drawing S-101 are proposed for monitoring during construction. This monitoring should continuously record the maximum single-component peak particle velocities for one-minute intervals, displayed in a bar graph format. Perform ambient vibration monitoring for at least two non-consecutive workdays, spanning the hours in which construction activities will occur.
 - b. Location sketches depicting the proposed vibration points.
 - c. Proposed list of equipment to be used on the project, including the number and type of seismographs.
 - d. Should vibration estimates indicate anticipated vibrations greater than the threshold limit, describe in the vibration monitoring plan means and methods to be implemented during construction to limit vibrations.
2. Do not commence site work until the Vibration Monitoring Plan is approved.

C. Monitoring Requirements

1. Pre- Construction Baseline Vibration Report
 - a. Obtain baseline survey readings of vibration monitoring instruments at locations to be monitored during construction. Provide at least three (3) sets of readings, with readings taken at intervals of at least 24 hours apart. Submit baseline readings to the Owner at least three (3) business days before commencing construction activities. For monitoring points or instruments that cannot be installed until after construction starts, submit baseline readings within five (5) calendar days of the installation.
2. Preliminary Sheet Pile Driving Vibration Monitoring Report
 - a. After the concrete cap over the interior footprint of the coffer cell has been demolished to provide access for driving sheet piles, install a single sheet pile of the same size as the wall piling to the design tip elevation at a distance of 20 ft from the west closure.
 - b. This preliminary test pile shall not be coated as it will be repeatedly driven and extracted. It will not be incorporated into the final construction.
 - c. Monitor the vibration recorded by the tunnel seismograph in real-time during installation of this pile to ensure it does not exceed the specified limit. If vibration does not exceed the limit during driving to tip elevation, extract the pile and reattempt installation 5 ft away along the wall alignment, closer to the west closure. Repeat this process until the test pile is either successfully installed at the wet closure location, or vibration during installation exceeds the limit.

- d. If the pile refuses due to encountering an obstruction not identified by the probing study, extract and re-attempt driving 5 ft away along the wall alignment. For purposes of recorded peak vibration, identify the peak vibration caused by the obstruction, the peak during installation up to the obstruction, and the peak during pile extraction.
 - e. Submit report of the recorded vibrations during each activity with explanation of what activity occurred during each period of measured vibration, the location of the pile during each period, and the location/depth of any obstructions. Provide a graph of peak vibrations during driving of the pile plotted against the distance of each installed location from the west closure location.
 - f. If it is not possible to install sheet piling at the closest location to the Wallace Tunnel, the west closure, without exceeding the vibration limit, the design and/or limit will have to be reexamined by the Engineer.
3. Vibration Monitoring
- a. Install seismographs at specified locations before commencing vibration-producing construction operations. Move seismograph locations as required by changes in construction activities and as approved by the Owner.
 - b. Perform vibration monitoring continuously during construction operations.
 - c. The threshold vibration peak particle velocity limit is 0.5 inches per second.
 - d. Seismographs should be configured to operate continuously, capable of displaying peak particle velocity measurements in a bar graph. Measurement intervals should not exceed 15 seconds during vibration-producing construction operations.
 - e. Take necessary precautions to prevent damage and disturbance to the survey points, seismographs, and other instruments during the project's duration. Replace points or equipment damaged or vandalized during the Contract's life at no cost to the Owner.
 - f. Perform construction operations and vibration monitoring following the approved Vibration Monitoring Plan. The Owner must authorize changes to the plan before implementation.
 - g. The Vibration Monitoring Specialist interprets the collected data, including correlating instrumentation data and specific construction activities. For specific instrumentation used to protect existing structures, evaluate the instrumentation data to determine whether the response to construction activities is accurately captured or if additional monitoring instrumentation is required.
 - h. If a vibration monitoring Threshold Value is reached, immediately stop work and contact the Owner to discuss appropriate response actions required, if any, so that a Limiting Value is not exceeded. No work is to be performed within the project limits until the Owner has reviewed and approved the Contractor's proposed response action. If required, the Vibration Monitoring Specialist to install additional instrumentation as directed by the Owner.
 - i. Damage due to the Contractor's construction activities is the Contractor's sole responsibility. It is to be repaired to the satisfaction of the Owner and the affected property owner. The Contractor will repair Any construction-related damage at no cost to the Owner.

END OF SECTION

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: ROB'T J. BAGGETT, INC.

Project Name: MOBILE RIVERFRONT - COOPER RIVERSIDE
REDEVELOPMENT COOPER RIVERSIDE PARK

Project Number: PR-029-22

Amount: \$6,973,541.00

Adopted: JAN 02 2024



City Clerk

V#20370
G-GOMESA
C#



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 2 day of January in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Rob't J. Baggett, INC.
759 Holcombe Ave
Mobile, AL 36606

City of Mobile Business License Number: 36051
Secretary of State Registration Number: 000 - 042 - 744

for the following Project:
(Name, location and detailed description)

Mobile Riverfront -Cooper Riverside Redevelopment
Cooper Riverside Park
Mobile, Alabama 36602
PR-029-22
Riverside Redevelopment Phase 1
The project scope consists of replacement of existing
deteriorated wharf, bulkhead, and cell structures
forming the shoreline of the Cooper Park

The Engineer:
(Name, legal status, address and other information)

Moffat & Nichol, INC.
11 N Water St Ste 20220
Mobile, AL 36602

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1781681779)

TABLE OF ARTICLES

- | | |
|---|--|
| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
| 6 | DISPUTE RESOLUTION |
| 7 | TERMINATION OR SUSPENSION |
| 8 | MISCELLANEOUS PROVISIONS |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS |

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

(Paragraph deleted)

☒ A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Three Hundred Sixty Five (365) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)

(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars (\$ 6,973,541.00)**, subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$6,723,541.00
Contingency Allowance: \$250,000.00
Total Contract Sum: \$6,973,541.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. N/A		

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to two hundred fifty dollars and no cents (\$1000.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Init.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Engineer not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Engineer receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. For projects over \$250,000.00, the DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

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§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Engineer/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the

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contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Rob't J. Bagget, INC.) has completed the contract for Mobile Riverfront -Cooper Riverside Redevelopment Cooper Riverside Park PR-029-22 Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

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Director, Real Estate & Asset Management
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Charles D. Dicks, Jr., President
759 Holcombe Ave.
Mobile, AL 36606
Linda@RJBaggett.com
251-473-3290

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract not less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A. Bodily Injury by Accident	\$1,000,000 each accident
B. Bodily Injury by Disease	\$1,000,000 each employee
C. Bodily Injury by Disease	\$1,000,000 each policy

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- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | | |
|----|------------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury &
Property Damage | \$1,000,000 combined single limit |
- .6 Such comprehensive policy shall include the following:
- | | |
|----|---|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. |
| B. | Subcontractor's Operations. |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below |
| F. | Broad Form Property damage Coverage, including Completed Operations. |
| G. | Personal Injury Liability, with employee's exclusions removed. |
| H. | Explosion and Collapse Hazard: |
| | Included or X Not Applicable. |
| I. | Underground Hazard: |
| | Included or X Not Applicable. |
| J. | Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable). |
| K. | Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy. |
| L. | The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution." |
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|------------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury &
Property damage | \$1,000,000 combined single limit |

- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage: The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.
- .14 Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be

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maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Engineer and the Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

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Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs deleted)

- .2 Drawings

Number	Title	Date
G-001	Cover Sheet	09/27/2023
G-002	Index Of Drawings, Legends, & Abbreviations	09/27/2023
G-003	General Notes	09/27/2023
G-101	Owner Work Plan	09/27/2023
G-102	Construction Staging And Phasing Plan	09/27/2023
GA101	General Arrangement Plan	09/27/2023
V-101	Existing Conditions Plan	09/27/2023
B-601	Boring Logs - Landside	09/27/2023
B-602	Boring Logs - Waterside	09/27/2023
CD101	Landside Demolition Plan	09/27/2023
CD501	Civil Demo Details (1 Of 2)	09/27/2023
CD502	Civil Demo Details (2 Of 2)	09/27/2023
CE501	Civil Erosion Details	09/27/2023
CG101	Civil Grading Plan	09/27/2023
S-001	Structural Notes	09/27/2023
S-002	Construction Phasing & Staging - Bulkhead And North Coffe Cell	09/27/2023
S-003	Construction Phasing - South Coffe Cell	09/27/2023
S-004	Vibration Monitoring Location	09/27/2023
SD101	Demolition Plan	09/27/2023
SD301	Demolition Sections (1 Of 2)	09/27/2023
SD302	Demolition Sections (2 Of 2)	09/27/2023
S-100	Plan - Monitoring Points	09/27/2023
S-101	Plan -Piling Before Demolition Of North Cells Plan - Deck After Demolition	09/27/2023
S-102	Enlarged Plan - South Bulkhead	09/27/2023
S-103	Elevation - Bulkhead	09/27/2023

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S-201	Sections - Bulkhead (1 Of 2)	09/27/2023
S-301	Sections - Bulkhead (2 Of 2)	09/27/2023
S-302	Sections - South Coffe Cell (1 Of 2)	09/27/2023
S-303	Sections - South Coffe Cell (2 Of 2)	09/27/2023
S-304	Revetment Cross Sections (1 Of 2)	09/27/2023
S-305	Revetment Cross Sections (2 Of 2)	09/27/2023
S-306	Details - Bulkhead (1 Of 4)	09/27/2023
S-501	Details - Bulkhead (2 Of 4)	09/27/2023
S-502	Details - Bulkhead (3 Of 4)	09/27/2023
S-503	Details - Bulkhead (4 Of 4)	09/27/2023
S-504	Details - Miscellaneous	09/27/2023
S-505	Details - Deadman Deck	09/27/2023
S-506	Details - South Coffe Cell (1 Of 2)	09/27/2023
S-507	Details - South Coffe Cell (2 Of 2)	09/27/2023
S-508		09/27/2023
	Wallace Tunnel And Coffe Cells (1 Of 2)	
R-1	Wallace Tunnel And Coffe Cells (2 Of 2)	09/27/2023
R-2	Park Wharf And Deadman (1 Of 15)	09/27/2023
R-3	Park Wharf And Deadman (2 Of 15)	09/27/2023
R-4	Park Wharf And Deadman (3 Of 15)	09/27/2023
R-5	Park Wharf And Deadman (4 Of 15)	09/27/2023
R-6	Park Wharf And Deadman (5 Of 15)	09/27/2023
R-7	Park Wharf And Deadman (6 Of 15)	09/27/2023
R-8	Park Wharf And Deadman (7 Of 15)	09/27/2023
R-9	Park Wharf And Deadman (8 Of 15)	09/27/2023
R-10	Park Wharf And Deadman (9 Of 15)	09/27/2023
R-11	Park Wharf And Deadman (10 Of 15)	09/27/2023
R-12	Park Wharf And Deadman (11 Of 15)	09/27/2023
R-13	Park Wharf And Deadman (12 Of 15)	09/27/2023
R-14	Park Wharf And Deadman (13 Of 15)	09/27/2023
R-15	Park Wharf And Deadman (14 Of 15)	09/27/2023
R-16	Park Wharf And Deadman (15 Of 15)	09/27/2023
R-17	Museum Wharf And Bulkhead (1 Of 3)	09/27/2023
R-18	Museum Wharf And Bulkhead (2 Of 3)	09/27/2023
R-19	Museum Wharf And Bulkhead (3 Of 3)	09/27/2023
R-20		09/27/2023

.3 Specifications

Section	Title	Date
DIVISION 01	GENERAL REQUIREMENTS	09/27/2023
01 11 00	Summary of Work	09/27/2023
01 21 00	Allowances	09/27/2023
01 29 73	Schedule of Values	09/27/2023
01 31 00	Project Management and Coordination	09/27/2023
01 31 19	Project Meetings	09/27/2023
01 32 00	Construction Progress Documentation	09/27/2023
01 33 00	Submittal Procedures	09/27/2023
01 40 00	Quality Assurance, Control, & Documentation	09/27/2023
01 56 00	Cleaning Up	09/27/2023
01 60 00	Materials and Equipment	09/27/2023
01 63 00	Substitution Procedures	09/27/2023
01 73 00	Execution Requirements	09/27/2023
01 77 00	Closeout Procedures	09/27/2023
DIVISION 02	EXISTING CONDITIONS	09/27/2023
02 20 00	General Site Work Requirements	09/27/2023
02 21 02	Existing Utilities	09/27/2023

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02 41 16	Site Demolition	09/27/2023
DIVISION 03	CONCRETE	09/27/2023
03 20 00	Concrete Reinforcement	09/27/2023
03 30 00	Cast-in-Place Concrete	09/27/2023
DIVISION 05	METALS	09/27/2023
05 15 00	Adhesive Anchors	09/27/2023
DIVISION 22	PLUMBING	09/27/2023
	See Specifications on Plumbing Drawings	
DIVISION 26	ELECTRICAL	09/27/2023
	See Specifications on Electrical Drawings	
DIVISION 31	EARTHWORK	09/27/2023
31 23 33	Trenching, Backfill and Compaction	09/27/2023
DIVISION 32	EXTERIOR IMPROVEMENTS	09/27/2023
32 12 16	Asphalt Paving	09/27/2023
32 12 20	Crushed Aggregate Base	09/27/2023
32 17 23	Pavement Markings	09/27/2023
32 22 90	Erosion Control	09/27/2023

.4 Addenda, if any:

Number	Date
Addendum No. 1	09/19/2023
Addendum No. 2	10/13/2023
Addendum No. 3	10/16/2023
Addendum No. 4	10/19/2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2 [] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

(Paragraphs deleted)

§ 9.2.1 Other documents, if any, listed below:

(Paragraph deleted)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00 11 16	Invitation to Bid
Section 00 21 00	Instructions to Bidders - AIA Document A701
Section 00 22 00	Supplementary Instructions to Bidders
Section 00 41 00	Bid Form
	Accounting of Sales Tax Form C-3A
	DBE Subcontracting & Major Supplier Plan
Section 00 50 00	Standard Form of Agreement Between Owner and Contractor

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AIA Document A101
 Bonds, Certificates and Affidavits
 Performance Bond
 Labor and Material Payment Bond
 E-Verify Documentation (Sample)
 Application and Certificate for Payment - AIA Document G702 and G703
 City of Mobile DBE Utilization Report
 Certificate of Substantial Completion - AIA Document G704
 Contractor's Affidavit of Payment of Debts and Claims -
 AIA Document G706
 Contractor's Affidavit of Release of Liens - AIA Document G706A
 Consent of Surety to Final Payment - AIA Document G707
 Request for Taxpayer Identification Number and Certification W9 Tax
 Form and City of Mobile Vendor Information Form
 General Conditions of the Contract for Construction -

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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

Owner: City of Mobile

William S. Stimpson
OWNER (Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Legal Name of Party to Contract:

Contractor: Rob't J. Baggett, INC

Charles D. Dicks, Jr.
CONTRACTOR (By Signature)

Charles D. Dicks, Jr., President
(Printed name and title)

ATTEST:



STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Charles D. Dicks, Jr as President of Rob't J. Baggett, 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 27th day of November, 20 23.

Kristina M. Nunnally
NOTARY PUBLIC

My Commission Expires: _____

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

Init.

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User Notes:

(1870082627)

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't J. Baggett, Inc., 759 Holcombe Ave., Mobile, AL 36606, hereinafter called the Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars (\$6,973,541.00), for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mobile Riverfront - Cooper Riverside Redevelopment (PR-029-22), Cooper Riverside Park, Mobile, Alabama, 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

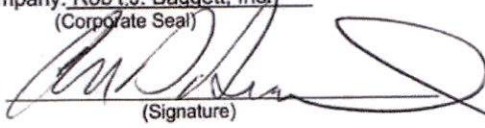
In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL

Company: Rob't J. Baggett, Inc.
(Corporate Seal)

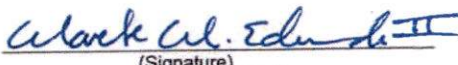
By: 

(Signature)

Name and Title: Charles D. Dicks, Jr., President

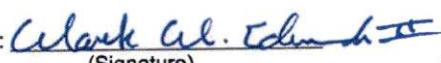
SURETY

Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent

Resident Agent: 

(Signature)

Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent

Company Name: McGriff Insurance Services, LLC

Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243

Phone and Fax: 205-252-9871

Owner's Representative: Cassie Boatwright
Director

REAM Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freely; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't J. Baggett, Inc., 759 Holcombe Ave., Mobile, AL 36606, as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars (\$6,973,541.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2023, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Riverfront - Cooper Riverside Redevelopment (PR-029-22), Cooper Riverside Park, Mobile, Alabama, 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

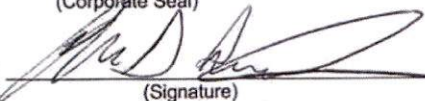
- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Mark W. Edwards, II **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL

Company: Rob't J. Baggett, Inc.
(Corporate Seal)

By: 

(Signature)

Name and Title: Charles D. Dicks, Jr., President

SURETY

Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent

Resident Agent: 

(Signature)

Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent

Company Name: McGriff Insurance Services, LLC

Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243

Phone and Fax: 205-252-9871

Owner's Representative: Cassie Boatwright
Director
REAM Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freely; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

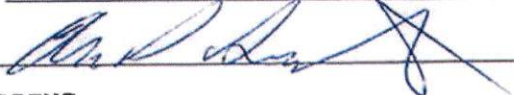
Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE MOBILE, AL. 36606
Telephone	251-473-3290
E-Mail	LINDA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	PR-029-22
Project Description	MOBILE RIVERFRONT - COOPER RIVERSIDE DEVELOPMENT
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>146</u> Female <u>9</u> Minority <u>17</u> Non-minority <u> </u> Vets <u> </u> Total #of Employees <u>155</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature:  Date: 11/1/2023

Title: PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: BRYANT BAGGETT Title: PROJECT MANAGER

E-mail: BRYANT@RJBAGGETT.COM Phone: 251-404-8330



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
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PR-029-22 Your Bid/Proposal Amount \$ 6,747,522.00 Date: 11 / 1 / 23

Description MOBILE RIVERFRONT - COOPER RIVERSIDE DEVELOPMENT

Name of Bidder/Proposer: ROB'T J. BAGGETT, INC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
P&H CONSTRUCTION	251-433-6716	DEMO & PILE DRIVING	1,448,533.00	21	NO	
NUCOR/SKYLINE STEEL	565-624-3639	PIPE PILES & SHEET PILES	543,562.00	8	NO	
ESFELLER CONSTRUCTION	251-557-2210	DEMO & SITE WORK	1,050,451.00	16	NO	
W.R. MITCHELL	251-456-6576	SITE WORK & HAULING	1,075,000.00	16	YES	
BAYOU CONCRETE	251-421-6005	CONCRETE	96,000.00	1	NO	
GRAYSTONE INDUSTRIES	251-731-1907	REVTMENT	770,145.00	11	NO	
SOUTHERN EARTH SCIENCE	251-244-7711	MONITORING & TESTING	405,625.00	6	NO	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC

Contact Person: BRYANT BAGGETT Phone 251-473-3290 Email BRYANT@RJBAGGETT.COM

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE's
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. SENT EMAILS TO POTENTIAL DBEs
REQUESTING PROPOSALS

Suggestions or comments to improve this program. HAVE DBEs REACH OUT TO CONTRACTORS BY SEEING THE
PREBID ATTENDEES



Alabama Secretary of State



Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	\$25,000
Capital Paid In	\$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact	

Rob't J. Baggett, Incorporated	
Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

[Browse Results](#)
[New Search](#)



Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008



Company ID Number: 133278

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2023

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

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

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Martha Lee Hawkins / Ext 9406	
	PHONE (A/C No, Ext): 1-800-476-2211	FAX (A/C No):
INSURED Robt J. Baggett, Inc. C & B Real Property, LLC 759 Holcombe Avenue Mobile, AL 36606	E-MAIL ADDRESS: mhawkins@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: LM Insurance Corporation	
	INSURER B: Liberty Insurance Corporation	
	INSURER C: The First Liberty Insurance Corporation	
	INSURER D: Starr Indemnity & Liability Company	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: TK6WXU88

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 WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Limited Job Site Pollution ☒ Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	TB5-Z51-291805-043	06/30/2023	06/30/2024	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 Total Agg Lmt-All Proj/Loc \$ 25,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRE AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X	X	AS2-Z51-291805-013	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	1000587176231	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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/A	WC2-Z51-291805-023 Includes USL&H for AL, LA, MS	06/30/2023	06/30/2024	☒ 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

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

RE: Mobile Riverfront - Cooper Riverside Redevelopment Cooper Riverside Park Mobile, AL 36602, PR-029-22 Riverside Redevelopment Phase 1

City of Mobile is Additional Insured as respects to General Liability, Automobile Liability and Excess Liability as required by written contract. General Liability coverage is primary and non-contributory as required by written contract. Waiver of Subrogation applies in favor of the City of Mobile with respects to Workers' Compensation, General Liability, Automobile Liability and Excess Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide (30) days Notice of Cancellation (except for non payment) to the certificate holder shown below. General Liability policy includes contractual liability for "insured contracts" only as defined by the policy.

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

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

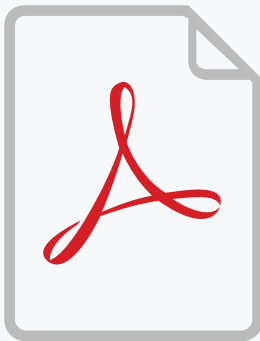
PRODUCER McGriff Insurance Services, LLC		INSURED Robt J. Baggett, Inc. C & B Real Property, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE		
		ISSUE DATE: 11/21/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: _____

Installation Floater
Carrier: United Specialty Insurance Company
Policy Number: DLJ-CP-00000077-02
Policy Effective Date: 6/30/23 to 6/30/24

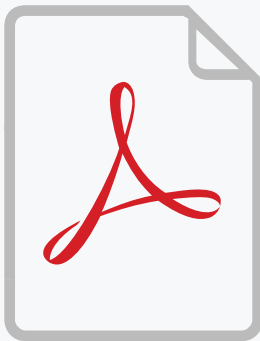
Limits of Liability:
\$5,000,000 Property at any One Josite
\$5,000,000 All Covered Property - Any One Occurrence
\$5,000,000 Temporary Off Site Storage
\$5,000,000 Property In Transit
\$5,000,000 Annual Aggregate - Flood
\$5,000,000 Annual Aggregate - Earthquake



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AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

To approve contract with Geotechnical Engineering Testing, Inc., for Mobile Arena Materials Testing and Special Inspections of New Construction Services

Amount of Contract:

\$858,798.50 approved upon contingent of transfer of funds

Funding Source

Series 2025A Bond Proceeds

ATTACHMENTS:

1. RESN CONSTRUC TESTNG ARENA
2. REVISED Geo Tech Agreement
3. Certificate of Insurance
4. REVISED Capital Summary Sheet

REVIEWERS:

Stacey Howard

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

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 Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full, pending funding transfer approval. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Geotechnical Engineering Testing, Inc.

**Project Name: Civic Center New Construction & Demo – Mobile Arena
Materials Testing and Special Inspections**

Project Number: CC-034A-22

Amount: \$ 858,798.50

Adopted:

City Clerk

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
(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: GEOTECHNICAL ENGINEERING TESTING, INC.
Professional Engineers
904 Butler Drive
Mobile, Alabama 36693

City of Mobile Business License No.: 189640

Secretary of State Registration No.: 000-033-894

For the following Project: CIV Center New Construction & Demo – Mobile Arena Materials Testing and
Special Inspections
401 Civic Center Drive Street
Mobile, Alabama 36602

Project Number: CC-034A-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed EIGHT HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-EIGHT AND 50/100 DOLLARS (\$858,798.50).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated March 11, 2025.

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's Representative, authorized to act on the Owner's behalf with respect to the Project, is Volkert, Inc., as the Program Manager for the City of Mobile. The Owner's liaison with the Consultant is the Program Manager.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Geotechnical Engineering Testing, Inc.
Address: 904 Butler Drive, Mobile, Alabama 36693
Phone Number: (251) 666-7197
Email address: cdoyle@geoengr.com
Name: Curt Doyle, P.E., Principal Engineer
License No.: PE25733

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall provide professional engineering services for construction materials testing and Special Inspection services as required by the project design documents and detailed in the Consultant's Fee Proposal. Deliverables shall be submitted in Electronic Digital Format files for all documents, tests, evaluations, and reports.

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. 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 Fee Proposal dated March 11, 2025 in the form of monthly progress payment invoices.

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

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, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.
- E. 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. 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. 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 11, 2025;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
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 affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

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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 full 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

Legal Name of Party to Contract:

CONSULTANT: Geotechnical Engineering Testing, Inc.

Signature

Signature

William S. Stimpson, Mayor

Printed Name and Title

Curt Doyle, P.E., Principal Engineer

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

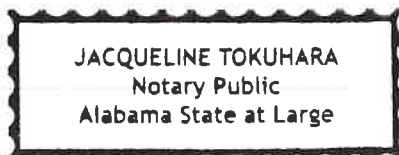
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Curt Doyle as President of Geotechnical Engineering-Testing, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of corporation.

Sworn to and subscribed for me this 17 day of APRIL, 2025.

Jacqueline Tokuhara
NOTARY PUBLIC

My Commission Expires:

**My Commission Expires
August 16, 2026**



ATTACHMENT A

Fee Proposal

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

March 11, 2025

City of Mobile c/o
Mr. Sam Matheny
Volkert Program Management
11 North Water Street, Suite 18290
Mobile, AL 36602

Via Email Sam.matheny@volkert.com

Re: Proposed Scope of Services and Fees for Construction Materials, Special Inspection and Engineering Services for the Construction of the City of Mobile Arena in Mobile, Alabama

Mr. Matheny:

Geotechnical Engineering-Testing, Inc. (GET) is pleased to provide a cost estimate for providing the construction materials testing, Special Inspection and engineering services related to the construction of the City of Mobile Arena in Mobile, Alabama. This estimate has been based upon our knowledge of the site and project specifics as the geotechnical engineer of record for the arena as well as upon the project plans and specifications provided to us. We have had conversations with the structural engineer regarding required testing and reviewed the preliminary construction schedule that was developed by the contractor, B.L. Harbert International (Harbert).

GET has been providing geotechnical and construction materials testing services along the Gulf Coast in similar soil conditions since the firm's inception in 1974. GET has been the geotechnical engineer of record for the City of Mobile on numerous projects. Several of the projects include the City of Mobile Civic Center Parking Facility, the Convention Center, Art Museum, the Regional Airport, and the West Mobile Regional Public Safety Complex. GET has also performed the geotechnical engineering and associated testing for numerous projects near the project site including multiple projects for the Alabama State Port Authority, Benders Shipyard, the FBI Building as well as across the Brookley Aeroplex complex.

The firm's philosophy has always been to focus on providing these services in a quality and timely manner. GET's professional and technician staff have been performing testing services/Special Inspections on numerous projects similar in scope, size and magnitude across the region. GET has approximately 30 employees on staff, which includes four licensed professional engineers, three graduate engineers and one geologist. The GET team is extremely experienced with complex foundation engineering systems, construction materials testing,

Special Inspections and construction materials engineering. The licensed engineers have compiled over 100 years of experience in these engineering disciplines. GET has the capabilities to perform all laboratory testing, geotechnical engineering and testing services with in-house personnel and equipment with the exception of the items noted below that will be subcontracted.

GET's project team will be led by the firm's president and principal engineer, Curt Doyle, P.E. Mr. Doyle will be supported by Mr. Hank Oakes, P.E., GET's Senior Geotechnical Engineer. Mr. Doyle is the geotechnical engineer of record for the project and is very knowledgeable of the soil conditions and the design requirements for the project. We plan to pull together a team of local specialists in the field of testing/Special Inspections with expertise, experience and local knowledge that are value added to the construction phase of the project. The GET team will include Barter and Associates, Inc. (Barter), Applied Technical Services, Inc. (ATS), and Southern Earth Sciences (SES), all well-established firms.

Mr. Curt Doyle will be the primary point of contact for the GET team. He and Mr. Oakes will be available for the duration of the project to address and respond to any issues or concerns that develop over the course of the project. They will also be available to participate as needed in on-site construction meetings to address any issues or concerns that may develop requiring a prompt response. This will expedite our response to the construction team to support the project's accelerated schedule.

GET will dedicate senior technicians to support Mr. Doyle in the field and laboratory. Although a sufficient staff of experienced technician personnel is available to support the project, it is GET's intent to minimize the number of different technician personnel on the project to provide continuity and consistency to the project and design/construction team. For this project, one of GET's senior technicians, Mr. Dale Nobles, will be GET's lead technician assigned to the project. He has been with GET for 38 years and is very knowledgeable concerning the installation of various pile types, pile load testing, soils, aggregate and concrete testing and is ICC Board certified Special Inspector in both Concrete and Masonry. He will be supported by the Construction Materials Testing (CMT) Manager, Ron Attebery, who has been with GET 44 years and by Senior Technician, Danny Chapman, who has been with GET 38 years. GET has several less senior technicians available to the project for miscellaneous support tasks.

The GET team takes a unique approach to Special Inspections by subcontracting and incorporating as part of our team to Barter. Barter will provide a licensed structural engineer to perform some of the structural portions of the required Special Inspections. The primary point of contact for Barter will be Mr. James Russell, PE. He has 33 years of experience with the firm. Mr. Russell has served as the chairman of the Structural Engineers Association of Alabama – Code Advisory Committee and is well versed in Special Inspection requirements. ATS will provide certified welding inspectors to perform the required welding inspections and a PAUT/UTSW Technician to perform non-destructive testing. SES will provide a qualified engineer and equipment to perform pile integrity testing of the drilled displacement piles following installation. GET has worked together as a team with these three firms successfully

and efficiently on numerous projects over the years. The firms together have developed a fluid and seamless line of communication in working together.

The knowledge and skills of such an experienced inspection team adds tremendous value to a project on a "fast-track" such as this one as they can provide guidance and assistance to the field operations. The testing/inspection team will work closely with the project contractor to perform the required testing/inspection services while minimizing costs to the project. The GET team is currently working closely with the Harbert team on another local project.

GET understands that the services required by the construction materials testing/Special Inspection organization will be to provide quality testing and reporting services in a timely manner. Based upon discussions with the contractor, we further anticipate that six-day work weeks are planned for many of the construction activities to be performed and that field/laboratory/management personnel must be available for the duration of the project when required. We also understand that during some phases of the project, the contractor plans to work daytime and nighttime shifts. GET and its staff and the rest of the project team confirm that we will be committed to meeting the schedule requirements of this project and that its personnel can be available up to seven days per week if required to meet the construction schedule.

GET's laboratory is accredited through the AASHTO Materials Reference Laboratory program in soils, aggregates, concrete, asphalt and sprayed fire resistive materials. It maintains this accreditation through bi-annual onsite inspections and annual inspections of its quality program and certifications and proficiency sample testing programs. The laboratory is staffed to provide testing services 7 days per week if necessary. The laboratory is well staffed and can perform the required testing and reporting in a timely manner.

Our team has made a preliminary estimate of the number of hours and tests required for the construction phase services based upon the project plans and specifications, typical construction practices, discussions with the contractor and project structural engineer and the preliminary schedule provided. It is our intent to utilize various inspection staff on the project dependent upon the level of expertise required for the various tasks in an effort to keep project costs to a minimum. A Senior Technician (Level IV) will be utilized for the testing and inspection of foundations, piling, soils, structural concrete, and masonry construction. A Level II Technician will be utilized for nonstructural concrete testing such as sidewalks, curb and gutter, and other miscellaneous testing required. A Level III Technician will be utilized for structural concrete and earthwork activities when the Senior Technician is onsite performing other testing/inspections. A Level V technician will be utilized to perform stormwater inspections and perform testing of sprayed fire resistant materials.

The testing and inspection services outlined below will be performed in relation to the shallow and deep foundations for the building structures, earthwork, prefabricated concrete, reinforcing steel, structural steel, welding, bolting, cast-in-place concrete, floor flatness testing, masonry, structural steel framing, steel joist framing, steel decking, and sprayed fire resistant components of the new building. The testing services will also include the shallow foundations for the site features, earthwork, cast-in-place concrete, and concrete and asphalt pavement areas around the

perimeter of the new structure in accordance with project specifications. Also included in the budget is time for GET personnel to perform the stormwater inspections during the project construction. Time and travel costs for GET personnel and/or its subconsultants to perform site visits and inspections of the structural steel fabricator and precast concrete fabricator facilities, as required by the project specifications, have also been included in this estimate.

During the installation and testing of the pre-production test piles, GET's senior technician and a staff engineer will observe the test pile installation and record pertinent installation data. GET will provide the equipment for monitoring the load test to be performed on the preproduction test piles. GET personnel will monitor and record results of load tests. This data will be evaluated by the geotechnical engineer of record to determine/verify pile capacity. During the installation of production piles, continuous inspection of the piles will be performed in accordance with the project requirements and International Building Code. Following installation of production piles, GET's engineer will select piles for integrity and verification testing. SES personnel will perform integrity tests on piles and GET personnel will monitor and record results of verification tests.

GET's involvement in the inspection of pile foundation construction activities will help to verify that procedures and results are as recommended and anticipated in the geotechnical report. GET is familiar with the testing and inspection requirements for this project as it completed the geotechnical investigation for the site and established the requirements for building foundation design.

The estimated numbers of hours and tests to be performed and equipment and supplies along with the associated unit fees have been included in the attached table. Unit fees and an estimate of the number of laboratory tests of soils, concrete, masonry, aggregate and asphalt have been included. The costs of cylinder and grout molds and time to cure, trim, cap grout and concrete test specimens have been included in the unit cost provided. The associated project supervision and administrative time has been established as 10 percent of the field and laboratory testing cost. This supervision and administrative time will cover all time required to review and distribute daily field reports, field test reports, laboratory test reports, reports provided by subconsultants as well as provide supervision and coordination of technician personnel. Estimated units and hourly rates for the engineering personnel have been included for submittal review, monitoring of test pile installation, evaluation of load test data, miscellaneous meetings, site visits or consultation. There may be some overlap of activities that will require fewer trips and hours onsite than estimated. GET and its subcontractors will work closely with the project contractor to minimize the number of required trips to the project site.

Based upon the requirements outlined in the plans and specifications and discussions with the project structural engineer, it is anticipated that welding inspection and non-destructive testing of welded components will be a significant component of the required inspection and testing program for this project. These services will be performed by ATS personnel. Based upon project specifications, many of the welded connections require continuous visual inspection by a certified welding inspector. Based upon conversations with the contractor, it is anticipated that non-destructive testing will be required on a daily basis 6 days per week during the construction

of the suite level bowl in addition to other periodic testing requirements. Nondestructive examination conducted in accordance with the specific requirements for the item being examined including radiographic (RT), ultrasonic (UT), magnetic particle (MT), or dye-penetrant inspection (PT).

Barter personnel will provide all the inspections related to composite slabs, structural steel framing and bolting, roof covering and fastening, installation of precast concrete walls, exterior wall framing and cladding attachments, and wind resistant components.

Included with this proposal are copies of the proposals submitted by GET's subconsultants for the services outlined above. These fees have been incorporated into the total budget for inspection/inspection services on this project.

Planned meetings that have been included in the budget by GET and/or its subconsultants are the Project Preconstruction Conference, Special Inspection Conference, Structural Concrete Conference (x2), Structural Steel Conference (x2), Precast Concrete Conference, Pre-Roofing Conference, Wall Cladding Conference.

The actual number of tests and hours required for the project can significantly vary depending on the contractor's schedule, means and methods, and number of times that items may have to be reinspected.

We will obtain prior approval should we believe our fees to exceed this estimated amount. We will submit invoices on a monthly basis based upon the work completed.

Special Conditions and Exclusions:

- Special Inspections and testing for seismic resistance are excluded.
- Special Inspections for smoke testing are excluded.
- No time or additional trips have been included in this estimate for reinspection. The costs associated with retesting will be maintained so that these costs may be charged to the contractor by the owner.
- No time or additional trips have been included in this estimate for standby due to contractor delays. The costs associated with standby due to contractor delays will be maintained so that these costs may be charged to the contractor by the owner.

Should you have any questions or need any additional information, please contact us.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.



Curt Doyle, P.E.
Principal Engineer

Date: 3/11/2025

**TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES TO
PROVIDE CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE
CITY OF MOBILE CIVIC CENTER ARENA
MOBILE, ALABAMA**

MARCH 11, 2025

<u>ITEM OF SERVICE</u>	<u>EST.</u>		<u>EST. TOTAL</u>	
	<u>UNITS</u>		<u>UNIT FEE</u>	<u>FEE</u>
1. Technician Level V	200	Hours	\$ 94.00 /Hr	\$ 18,800.00
2. Technician Level V (Overtime)		Hours	\$ 120.00 /Hr	\$ -
3. Technician Level IV	2000	Hours	\$ 84.00 /Hr	\$ 168,000.00
4. Technician Level IV (Overtime)	240	Hours	\$ 110.00 /Hr	\$ 26,400.00
5. Technician Level III	480	Hours	\$ 74.00 /Hr	\$ 35,520.00
6. Technician Level III (Overtime)	80	Hours	\$ 100.00 /Hr	\$ 8,000.00
7. Technician Level II	480	Hours	\$ 64.00 /Hr	\$ 30,720.00
8. Technician Level II (Overtime)	80	Hours	\$ 90.00 /Hr	\$ 7,200.00
9. Structural Inspector (Subcontracted)				\$ 175,000.00
10. Welding Inspection (Subcontracted)				\$ 102,875.00
11. Pile Integrity Testing (Subcontracted)				\$ 58,500.00
12. Concrete Cylinders (Set of 5)	500	Sets	\$ 112.50 /Set	\$ 56,250.00
13. Additional Laboratory Cured Cylinders	40		\$ 22.50 /Ea	\$ 900.00
14. Additional Field Cured Cylinders			\$ 50.00 /Ea	\$ -
15. Blockfill Tests (Trimmed and Capped) (Set of 4)	80	Sets	\$ 160.00 /Set	\$ 12,800.00
16. Asphalt Density & Thickness Tests	8	Each	\$ 70.00 /Ea	\$ 560.00
17. Standard Proctor Density (Soil)	6	Each	\$ 160.00 /Ea	\$ 960.00
18. Soil Classification Tests	6	Each	\$ 200.00 /Ea	\$ 1,200.00
19. Modified Proctor Density (Rock)	3	Each	\$ 350.00 /Ea	\$ 1,050.00
20. Aggregate Gradation (Rock)	3	Each	\$ 300.00 /Ea	\$ 900.00
SubTotal: \$				705,635.00
1. Supervision, Report Review & Administration	10%			\$ 70,563.50
2. Technician Supervisor/Staff Engineer	320	Hours	\$ 110.00 /Hr	\$ 35,200.00
3. Principal Engineer, P.E.	120	Hours	\$ 225.00 /Hr	\$ 27,000.00
4. Nuclear Density Gauge Rental	40	Days	\$ 30.00 /Day	\$ 1,200.00
5. Asphalt Coring Machine	4	Days	\$ 50.00 /Day	\$ 200.00
6. Floor Flatness Test Equipment	24	Days	\$ 100.00 /Day	\$ 2,400.00
7. Pile Load Test Equipment	15	Days	\$ 500.00 /Day	\$ 7,500.00
8. Materials for SFRM Testing	40	Each	\$ 25.00 /Ea	\$ 1,000.00
9. Mileage	640	Trips	\$ 10.00 /Trip	\$ 6,400.00
10. Travel Expenses for Fabricator Inspections				
a) Per Diem	5	Days	\$ 200.00 /Day	\$ 1,000.00
b) Mileage	1000	Miles	\$ 0.70 /Mi	\$ 700.00

ESTIMATED TOTAL: \$ 858,798.50

Notes

1. Technician time will be charged portal-to-portal with a minimum 2 hour trip charge.
2. Overtime will include work over 8 hours per day and/or weekends.
3. General project management, daily inspection report review, report distribution, and general administration will be charged based upon 10% of the field and laboratory testing and inspection services performed.
4. Submittal reviews, review of pile load tests, verification tests and PIT testing and trips to the site by the Technician Supervisor or GET Engineers for meetings and/or consultation will be based upon hourly rates.

Special Inspections Estimate for
City of Mobile Arena
Mobile, AL
03.06.25

Cost Estimate

Review of Contract Documents	\$15,500
Review of pertinent shop drawings and submittals	\$26,500
SI Project Management & Documentation	\$42,000
On-site Meetings and Conferences (8 max.)	\$8,000
Fabricator Inspections (2 for structural steel – Garrison Pell City)	\$10,000
Fabricator Inspections (3 for precast concrete – Gate PC Monroeville)	\$9,000
Special Inspections (64 max.)	<u>\$64,000</u>
Total	\$175,000

Exclusions / Inspections by Others:

Fire proofing, Intumescent Coatings, Fire and Smoke Control systems

Structural Welding

GET – Pile Foundations, Earthwork, Rebar, Concrete, Bolts embedded in concrete, post-installed rebar and anchors, Masonry Work

Planned on-site Meetings: Special Inspection Conference, Structural Concrete Conference (x2), Structural Steel Conference (x2), Precast Concrete Conference, Pre-Roofing Conference, Wall Cladding Conference

Planned Special Inspections (Periodic):

Foundation Concrete / Rebar	(8)
Composite Slabs	(8)
Structural Steel Framing & Bolting	(20)
Precast Concrete	(10)
Roof Covering Fastening	(12)
Exterior Wall Framing & Cladding Attachment	(6)

Fee: Hourly according to the attached 2025 Fee Schedule



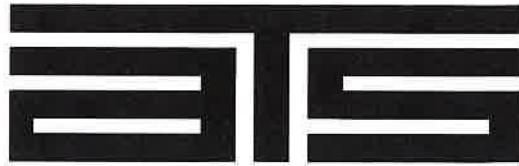
BARTER & ASSOCIATES, INC.
Structural Engineers

2025 FEE SCHEDULE

Principal	\$240.00/hr.
Sr. Project Manager	\$190.00/hr.
Sr. Design Engineer P.E.	\$175.00/hr.
Design Engineer P.E.	\$150.00/hr.
Senior Engineer Inspector	\$125.00/hr.
Engineer	\$125.00/hr.
Engineer Technician	\$ 115.00/hr.
CAD Draftsman II	\$ 100.00/hr.
Clerical	\$ 85.00/hr.

Expenses

Subcontract Consulting Services	Cost + 10%
Reproduction Expenses	Cost + 10%
Travel Expenses	Cost + 10%
Postage/Shipping	Cost + 10%
Automobile Expense	\$.70/mile



Applied Technical Services

5555 Commerce Blvd East

Mobile, AL 36619

www.atslab.com



**Mobile
Arena
Construction
& Welding
Inspection**

Mechanical Testing



Metallurgy and Polymers



Failure Analysis



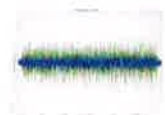
Environmental Testing



Consumer Product



Vibration Testing



Weld Testing



Forensic Engineering



Chemistry



Computed Tomography





APPLIED TECHNICAL SERVICES, LLC

www.atslab.com

5555 Commerce Boulevard East • Mobile, AL 36619 • 251-434-6440 Budgetary Cost ATS-NDT-4-25096

Proposal for
Certified Welding Inspector Services and NDT Services for the Mobile Arena Construction
and Welding Project

Geotechnical Engineering and Testing, Inc.

Attn: Mr. Curt Doyle

March 11, 2025

Prepared by Margaret J. Dopson

Proposal: **ATS-NDT-4-25096**

*ATS Sales Order Acknowledgement and Business Terms & Conditions are hereby imposed as a part of this agreement.
Refer to the following link: <http://www.atslab.com/salesorderacknowledgement.pdf>*



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1.0 Purpose

The purpose of this estimate is to provide Geotechnical Engineering and Testing, Inc. with CWI and NDT services associated with the Mobile Arena Construction Project.

This proposal is based on the following:

- One (1) CWI Inspector working eight (8) hours per day for fifty (50) trips. *Please note that our CWI's have an 8-hour per day minimum charge due to their project demands.
- One (1) PAUT/UTSW Technician making fifty (50) 8-hour trips plus mobilization to the project site on a call out basis.

2.0 Scope

2.1 Certified Welding Services

2.2 NDT Services outside of the CWI

3.0 Responsibilities of Client/Owner

3.1 Provide site personnel to coordinate inspection activities.

4.0 Estimated Cost

The scope of work outlined in this estimate shall be completed on a Time & Material basis based on the current contract rates with Geotechnical Engineering and Testing Inc.

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APPLIED TECHNICAL SERVICES, LLC

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5555 Commerce Boulevard East • Mobile, AL 36619 • 251-434-6440 Budgetary Cost ATS-NDT-4-25096

Item	Description	Estimated Cost
1	CWI working approximately (50) 8-hour shifts	\$40,675.00
2	UTSW/PAUT Technician working fifty (50) 8-hour trips plus mobilization	\$62,200.00
		\$102,875.00

Applied Technical Services appreciates your consideration of this budgetary estimate. Should you have any questions please contact me at your earliest convenience at (251) 434-6440.

Sincerely,

Margaret J. Dopson

Margaret J. Dopson
Business Development Manager

ATS Sales Order Acknowledgement and Business Terms & Conditions are hereby imposed as a part of this agreement.
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APPLIED TECHNICAL SERVICES
Schedule of Rates for Geotechnical Engineering and Testing
ATS-NDT-4-24438

SECTION 1: VISUAL INSPECTION AND SUPPORT	2
SECTION 2: STANDARD NDE SERVICES	2
SECTION 3: SPECIALTY NDE SERVICES.....	3
SECTION 4: EQUIPMENT	3
SECTION 5: CONSUMABLES	3
SECTION 6: PHASED ARRAY FLAW DETECTION.....	4



APPLIED TECHNICAL SERVICES
ATS-NDT-4-24438

SECTION 1: VISUAL INSPECTION

<u>Personnel Description</u> ¹	<u>S.T.</u>	<u>O.T.</u>
Project Manager	\$ 121.25	\$ 181.90
API 510 / 570 / 653 Certified Inspector	\$ 121.25	\$ 181.90
AWS / CWI Inspector	\$ 93.75	\$ 140.65
CAD Operator	\$ 70.35	\$ 105.55
Level III ASNT Technician	\$ 136.50	\$ 204.75

SECTION 2: STANDARD NDE SERVICES

<u>Standard NDE Services</u> ¹	<u>S.T.</u>	<u>O.T.</u>
Radiography Crew - Iridium Isotope	\$ 132.30	\$ 198.45
Ultrasonic Shearwave Technician	\$ 121.25	\$ 181.90
NDE Technician- LV II (Multiple Discipline) (Multiple Discipline Includes PT, MT, UTT)	\$ 82.70	\$ 124.05

¹ Overtime will be charged for all hours worked in excess of 8 hours per day, all hours worked on weekends, and when there is less than a 24-hour notice given prior to the start of the project. Overtime will be charged at 1.5 times the normal rate. Holiday is 2.0 times the normal rate. All ATS observed holidays will be billed at 2.0 times the normal rate.



SECTION 3: SPECIALTY NDE SERVICES

Digital Radiography

	<u>S.T.</u>	<u>O.T.</u>
Two-Man Digital RT Crew	\$ 143.35	\$ 215.05
Three-Man Digital RT Crew	\$ 199.50	\$ 299.25
	<u>Rate</u>	<u>UOM</u>
Digitizing Equipment & Software Station	\$ 600.00	Day
Phosphorous exposures	\$ 15.00	Per Exposure
Flash Drive	\$ 4.50	Each
Truck	\$ 50.00	Day
Mileage	\$.75	Each

SECTION 4: NDE EQUIPMENT & FILM CHARGES

Equipment

	<u>Rate</u>	<u>UOM</u>
Mobile Radiographic Darkroom/Ir 192 Source	\$ 139.00	Daily
Truck Charge	\$ 50.00	Daily
NDE Vehicle Charge	\$ 50.00	Daily
Mileage Charge	\$.75	Per Mile

Radiographic Film

4 1/2 X 10" Film	\$ 5.40	Each
4 1/2 X 17" Film	\$ 9.18	Each
7" X 17" Film	\$ 14.28	Each
10" X 12" Film	\$ 14.40	Each
14" X 17"	\$ 28.56	Each
Vacuum Box and Pump	\$ 75.00	Daily
Generator	Rental cost + 15%	
M.F.E. Equipment	Case by case	

SECTION 5: CONSUMABLES

Consumables: Items typically expendable such as ultrasonic couplant, grinding disc, paper towels, etc are considered as consumables and will be invoiced at cost plus 15%. A minimum fee, computed at 5% of production hours at ST rates will be invoiced on all projects. Specialized consumables will be invoiced at cost plus 15%



SECTION 6: PHASED ARRAY FLAW DETECTION

<u>Phased Array Flaw Detection</u>	<u>S.T.</u>	<u>O.T.</u>
UT/PA Flaw Detection Technician	\$ 143.35	\$215.05
	<u>Rate</u>	<u>UOM</u>
Phased Array Equipment	\$600.00	Day
Consumables	5% of production	
Vehicle	\$ 50.00	Day
Mileage	\$.75	Each
Standards for calibration	Case by case	
Per Diem Meals	\$65.00	Day
Per Diem Lodging	Hotel at cost +15%	

- Travel time will be charged on a portal to portal basis for all clients. Travel will be charged at the applicable hourly rate. Travel is computed at 1 hour per 50 miles of distance. Mileage will apply.
- There will be a minimum of 4-6 hours per call out for local inspectors plus mobilization time and 8 hours for out-of-town inspectors.
- Subsistence will be charged on all projects that require personnel to stay overnight while working or traveling or on certain projects outside of a 60-mile radius of Mobile that require personnel to work over an 8-hour shift. Depending on the work location, a daily rate of \$65.00 for meals will be charged and lodging will be invoiced at cost plus 15% or subsistence will be charged at \$200.00 per man per day. Travel time, mileage and per diem would apply.
- The prices quoted herein will be held firm until December 31st, 2025
- Invoices due Net 30
- *ATS Sales Order Acknowledgement and Business Terms & Conditions are hereby imposed as a part of this agreement.*
 - Refer to the following link: <http://www.atslab.com/salesorderacknowledgement.pdf>

MOBILE, ALABAMA OFFICE:
5555 Commerce Blvd. E., Mobile, AL 36619

**MOBILE OFFICE**

5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

February 28, 2025

GEOTECHNICAL ENGINEERING TESTING, INC

904 Butler Dr,
Mobile, AL

ATTENTION: Mr. Curt Doyle, P.E.

SUBJECT: Mobile Civic Center - PIT Testing
401 Civic Center Drive
Mobile, FL
SES Proposal No: XM25-088

Dear Mr. Curt,

SOUTHERN EARTH SCIENCES, INC. appreciates the opportunity to provide this cost estimate to perform Pile Integrity Testing (PIT) services for the above referenced project. Outlined below is our understanding of the requested scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

Based on our understanding of the provided information, the project will consist of pile integrity testing of approximately one hundred and twenty (120) new DeWaal drilled displacement piles for the proposed Mobile Civic Center structure. The objective of this investigation will serve to identify potential anomalies or defects that could affect the pile's structural integrity. No detailed structural loading, grading or topographic information was available at the writing of this proposal. We understand that the top of the piles will be clean, level and accessible to engineering personnel for testing.

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services consists of one hundred and twenty (120) Pile Integrity Tests (PIT). Pile Integrity Testing (PIT) is a non-destructive, low strain impact integrity testing method used for unknown pile length estimation and/or pile length verification and integrity assessment of auger-cast concrete piles, drilled shafts, driven pre-stressed concrete piles or timber piles.

PIT is performed by striking the top of the foundation with a hand-held hammer. The impact of the hammer generates a compressive stress wave within the pile or shaft. An accelerometer is attached to the top or side of the foundation to monitor the motion associated with this wave. The impact and reflected waves are monitored through the accelerometer at the pile top with a Pile Integrity Tester™ (PIT) Collector unit manufactured by Pile Dynamics, Inc.

GEOTECHNICAL ENGINEERING TESTING, INC

SES Proposal No. XM25-088

February 28, 2025

Page 2

PIT can be performed using the Pulse Echo Method (PEM, using a non-instrumented hand-held hammer) or by the Transient Response Method (TRM, a hammer instrumented with an accelerometer. The PEM method will be used for this particular project in general accordance with ASTM D5882-16 - Standard Test Method for Low Strain Impact Integrity Testing of Deep Foundations.

Accelerometer signals are processed by the PIT software and recorded on the PIT hard drive in the field. Recorded data is processed, interpreted, and reported by an engineer. Interpretation of the results consists of plotting the data using PIT-W software for visual inspection of the PIT test records. The data will be evaluated for stress wave input and reflections with characteristics that are interpreted to indicate changes in pile impedance related to pile integrity. PIT data for each pile will be post processed and evaluated by Southern Earth Sciences, Inc. engineers using PIT-W Professional software version 2009-2 developed by Pile Dynamics, Inc.

Refined PIT data records will be assigned a category as described below in accordance with methods recommended by Liang and Rausche. Brief descriptions of each Record Category are outlined below:

- **AA** - Sound pile Integrity Indicated. A clear toe reflection can be identified. Pile length is estimated and reported using an assumed wave speed within published ranges. Pile length estimates can vary by 10-20%.
- **AB** – No Major Flaw Indicated. The records indicate neither reflections from significant reductions of pile size or material quality nor a clear toe response. Records in this category do not give indications of a significant deficiency, however, neither do they yield positive evidence of the pile being flawless over its full length.
- **ABx** – No Major Flaw Indicated to a depth of x feet. because of method limitations interpretation of the record for the full length is not possible. For example, long piles or shafts and those with high soil resistance and/or major bulges fall under this category.
- **PFx** - Indication of a probable flaw or anomaly at an approximate depth of x feet below pile top. A toe reflection is apparent in addition to at least one reflection corresponding to an unplanned reduction of size or material quality or sudden increase in resistance. Additional quantitative analysis or field testing may help identify the severity of the apparent flaw. Inspection and evaluation of these piles by a professional structural engineer is recommended.
- **PDx** - Indication of a probable defect at an approximate depth of x feet. The records show a strong reflection corresponding to a major reduction of size or material quality occurring. A clear toe reflection is not apparent.
- **IR** - Inconclusive Record. Data is inconclusive, possibly for reasons such as poor pile/shaft top quality or low concrete strength.

GEOTECHNICAL ENGINEERING TESTING, INC

SES Proposal No. XM25-088

February 28, 2025

Page 3

The results of our field investigations will be used to verify the pile integrity of the new piling. No structural or geotechnical analysis of the tested pilings will be performed. Our report will be prepared and signed by a Registered Professional Engineer in the state of Alabama. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- PIT Test Results

ESTIMATED FEES

Based on the scope of work outlined above, the total cost of our geotechnical services will be \$58,500.00. Attached for your reference is an itemization of the anticipated costs associated with performing the proposed geotechnical services. The total cost will be adjusted based on scope performed.

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Edgar Reyes, E.I.
Project Manager

ER

Attachments

SES Pile Testing Services Proposal XM25-088

Mobile Civic Center - PIT Testing

Mobile, AL



SOUTHERN
EARTH SCIENCES

Service	Unit Rate	Quantity	Units	Price	Comments
<u>STATIC PILE TESTING</u>					
Compression			each		
Tension			each		
Lateral			each		
Travel			hr		
Reporting			lump		
				Subtotal	\$ -
<u>PDA SERVICES</u>					
Initial Drive			day		
Restrike			day		
CAPWAP Analysis			each		
Travel			hr		
Reporting			each		
				Subtotal	\$ -
<u>PIT SERVICES</u>					
Testing Days	\$ 2,250.00	10	day	\$ 22,500.00	Assume 12 piles tested per day
Data Analysis	\$ 175.00	120	each	\$ 21,000.00	(est. 120 piles)
Travel			hr		
Reporting	\$ 1,500.00	10	lump	\$ 15,000.00	One report per testing day
				Subtotal	\$ 58,500.00
<u>TIP SERVICES</u>					
Testing Days			day		
Data Analysis			each		
Travel			hr		
Reporting			lump		
Thermal Wire			per ft		
				Subtotal	\$ -
				Estimated SES Fees	\$ 58,500.00



GEOTENG-01

FIVPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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		
INSURED Geotechnical Engineering Testing Inc. 904 Butler Dr. Mobile, AL 36693	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 :		

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 - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			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 \$			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	N/A	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 #CC-034A-22, Mobile Arena Materials Testing and Special Inspections, 401 Civic Center Drive Street, 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.

Mobile, AL 36602.

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



AGENCY CUSTOMER ID: GEOTENG-01

FIVPA1

LOC #: 1

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:

City of Mobile, and their officers, directors, and employees are named Additional Insured with Waiver of Subrogation in regard to General Liability policy when required by written contract, per policy terms and conditions. General Liability provided the Additional Insureds includes On-Going and Completed Operations when required by written contract, per policy terms and condition. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Civic Center new construction & Demo
Mobile Arena Materials Testing and Special Inspections

CAPITAL PROJECT # CO976 DATE OF RECEIPT _____

DEPT. PROJECT # CC-034A-22

PROJECT DESCRIPTION Mobile Arena Materials Testing and Special

Inspections of new construction.

CONTRACT AMOUNT \$ 858,798.50

VENDOR NAME Geotechnical Engineering Testing, Inc.

VENDOR NUMBER 72600

DEPT # 3038 DEPT NAME Real Estate

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural	Engineering	<u>Testing</u>	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

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: Carleen Stout-Clark Date 4/30/25

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET

C# 5361



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 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 contract with McElhenney Constrtuction Co. LLC for bridge maintenance services.

Amount of Contract:

\$697,744.00

Funding Source

C0932

ATTACHMENTS:

1. 2024-3005-08 2025 Bridge Maintenance (McElhenney Construction Co LLC) contract

REVIEWERS:

Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 Bridge Maintenance (D1-7) COM Project: 2024-3005-08

PROJECT #: C0932 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Bridge Maintenance

CONTRACT AMOUNT: \$697,744.00

VENDOR NAME: McElhenney Construction Co. LLC

VENDOR NUMBER: 292750

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date: 5/2/2025

Revised 3/8/2022 Tiffany Hollins

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 bridge maintenance for districts 1, 2, 3, 4, 5, 6, and 7 were received and opened on April 9, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from McElhenney Construction Co. LLC, contract in the amount of \$697,744.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by McElhenney Construction Co. 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: McElhenney Construction Co. LLC.

Project Name: 2025 Bridge Maintenance (D1-7)

Project Number: 2024-3005-08

Amount: \$697,744.00

Adopted:

City Clerk



2025 BRIDGE MAINTENANCE

PROJECT No. 2024-3005-08

BID DATE – APRIL 9, 2025

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
Location.....	Attachment A
Contractor's Insurance Certification	Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report.....	Attachment C
Certifications, Affidavits, & Project Closeout	Attachment D
Sign Details	Attachment E
Tax Exemption	Attachment F

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **April 9, 2025** and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2024-3005-08**
Project: **2025 Bridge Maintenance**
Project Description: Bridge Repairs & Maintenance

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC., 30673 Sgt EI Boots Thomas Dr., Spanish Fort, Alabama 36527** office upon payment of one hundred and five dollars (\$105.00). 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 **April 7, 2025**.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on April 2, 2025 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2025 BRIDGE MAINTENANCE**, City of Mobile Project No. **2024-3005-08**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES MARCH 12TH, 19TH, AND 26TH 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

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, 2018 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 **2025 BRIDGE MAINTENANCE**, City of Mobile Project No. **2024-3005-08**, 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:

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.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular

features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 4/9/25

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 Sawgrass Consulting, as well as the premises

Project Name: 2025 Bridge Maintenance

Project No: 2024-3005-08

Project Description: Bridge Maintenance

Major work items include: Bridge Repairs and Maintenance

The Bidder further agrees to construct the improvements in **85** 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, 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 Sawgrass Consulting 30673 Sgt EI Boots Thomas Dr. Spanish Fort, Alabama 36527. In order to receive consideration, the request must be received before 12:00 p.m. on May 6, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
OVERLOOK CULVERT SITE						
201-C	DEBRIS REMOVAL	1	LS		_____ DOLLARS _____ CENTS	
206-D1	FENCE REMOVAL	200	LF		_____ DOLLARS _____ CENTS	
206-D2	CURB REMOVAL	120	LF		_____ DOLLARS _____ CENTS	
210-A	UNCLASSIFIED EXCAVATION	22	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL (GROUT)	5	CY		_____ DOLLARS _____ CENTS	
408-A	PLANING EXISTING ASPHALT, (1.0-1.5" THICK)	100	SY		_____ DOLLARS _____ CENTS	
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT	45	TON		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
505-I	STEEL PLATE, INCL WELDING	60	SF		_____ DOLLARS _____ CENTS	
614-B	CONCRETE SLOPE PAVING, 6"	6	SY		_____ DOLLARS _____ CENTS	
621-N2	PATCHING, Up to 1.5", (Euclid- Speedcrete Redline or equal)	60	SF		_____ DOLLARS _____ CENTS	
623-C	CONCRETE CURB AND GUTTER	120	LF		_____ DOLLARS _____ CENTS	
631-C	STEEL GUARDRAIL RESET (INCL POST)	200	LF		_____ DOLLARS _____ CENTS	
634-G1	CHAINLINK FENCE, 4 FT	200	LF		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING, BERMUDA (PINNED)	200	SY		_____ DOLLARS _____ CENTS	
855-C	HYDROBLASTING AND COATING	560	SF		_____ DOLLARS _____ CENTS	
OVERLOOK CULVERT SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
LANGAN PARK DAM SITE						
201-A	SELECT CLEARING & GRUBBING	1	LS		_____ DOLLARS _____ CENTS	
206-C	REMOVAL OF SIDEWALK	100	SY		_____ DOLLARS _____ CENTS	
210-A	UNCLASSIFIED EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL (PEAGRAVEL MIX)	65	CY		_____ DOLLARS _____ CENTS	
430-B	AGGREGATE SURFACING, No. 89 STONE	40	TON		_____ DOLLARS _____ CENTS	
430-B1	AGGREGATE SURFACING, No. 57 STONE (LAYDOWN)	100	TON		_____ DOLLARS _____ CENTS	
504-G	FIBERGLASS JACKETS	22	EA		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
505-I	STEEL SPLICE PLATE, INCLUDE WELDING/CLEANING	28	EA		_____ DOLLARS _____ CENTS	
610-A	RIPRAP, CL 2, 24" THICK	241	SY		_____ DOLLARS _____ CENTS	
610-D	FILTER FABRIC, NON WOVEN	200	SY		_____ DOLLARS _____ CENTS	
618-A	CONCRETE SIDEWALK, 4" THICK	100	SY		_____ DOLLARS _____ CENTS	
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	50	CY		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING, BERMUDA (PINNED)	450	SY		_____ DOLLARS _____ CENTS	
999-B	SPILLWAY BYPASS (BY CONTRACTOR)	1	LS		_____ DOLLARS _____ CENTS	
LANGAN PARK DAM SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
TODD ACRES DRIVE SITE						
621-N1	PATCHING FOR DECK	5	SF		_____ DOLLARS _____ CENTS	
621-N2	PATCHING FOR CHANNEL BEAMS (INCL CLEANING)	60	SF		_____ DOLLARS _____ CENTS	
621-N2	PATCHING FOR BENT CAPS (INCL CLEANING)	55	SF		_____ DOLLARS _____ CENTS	
TODD ACRES DRIVE SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
ALL SITES						
600-A	MOBILIZATION	1	LS		_____ DOLLARS _____ CENTS	
665-G	SAND BAGS	200	EA		_____ DOLLARS _____ CENTS	
665-E	POLYETHELENE	2,000	SY		_____ DOLLARS _____ CENTS	
665-J	SILT FENCE, TYPE A	350	LF		_____ DOLLARS _____ CENTS	
665-Q	WATTLES	200	LF		_____ DOLLARS _____ CENTS	
674-A	CONSTRUCTION SAFETY FENCE	300	LF		_____ DOLLARS _____ CENTS	
740-A	TRAFFIC CONTROL	1	LS		_____ DOLLARS _____ CENTS	
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	1	LS	\$40,000.00	<u>FORTY THOUSAND</u> DOLLARS <u>ZERO</u> CENTS	\$40,000.00
ALL SITES SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
	OVERLOOK CULVERT SITE SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	LANGAN PARK DAM SITE SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	TODD ACRES DRIVE SITE SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	ALL SITES SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	BASE BID TOTAL AMOUNT				_____ DOLLARS _____ CENTS	

Project No. 2024-3005-08
2025 BRIDGE MAINTENANCE PROJECT
BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
OVERLOOK CULVERT SITE						
201-C	1	LS	DEBRIS REMOVAL	three thousand three hundred forty dollars and zero cents	\$ 3,340.00	\$ 3,340.00
206-D1	200	LF	FENCE REMOVAL	nineteen dollars and zero cents	\$ 19.00	\$ 3,800.00
206-D2	120	LF	CURB REMOVAL	twenty dollars and zero cents	\$ 20.00	\$ 2,400.00
210-A	22	CY	UNCLASSIFIED EXCAVATION	fifty-two dollars and zero cents	\$ 52.00	\$ 1,144.00
210-D	50	CY	BORROW EXCAVATION	fourty-one dollars and zero cents	\$ 41.00	\$ 2,050.00
260-A	5	CY	FLOWABLE FILL (GROUT)	one thousand four hundred dollars and zero cents	\$ 1,400.00	\$ 7,000.00
408-A	100	SY	PLANING EXISTING ASPHALT, (1.0-1.5" THICK)	twenty-nine dollars and zero cents	\$ 29.00	\$ 2,900.00
429-A1	45	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B, APPROX. 165 LB/SY, (INCL. TACK COAT)	two hundred forty-two dollars and zero cents	\$ 242.00	\$ 10,890.00
505-I	60	SF	STEEL PLATE, INCL WELDING	two hundred twenty dollars and zero cents	\$ 220.00	\$ 13,200.00
614-B	6	SY	CONCRETE SLOPE PAVING, 6"	four hundred thirty dollars and zero cents	\$ 430.00	\$ 2,580.00
621-N2	60	SF	PATCHING, Up to 1.5", (Euclid- Speedcrete Redline or equal)	eighty-four dollars and zero cents	\$ 84.00	\$ 5,040.00
623-C	120	LF	CONCRETE CURB AND GUTTER	sixty-three dollars and zero cents	\$ 63.00	\$ 7,560.00
631-C	200	LF	STEEL GUARDRAIL RESET (INCL POST)	thirty-seven dollars and zero cents	\$ 37.00	\$ 7,400.00
634-G1	200	LF	CHAINLINK FENCE, 4 FT	twenty-nine dollars and zero cents	\$ 29.00	\$ 5,800.00
654-A	200	SY	SOLID SODDING, BERMUDA (PINNED)	eight dollars and zero cents	\$ 8.00	\$ 1,600.00
701-A	400	LF	SOLID STRIPING (ALL COLORS) CL 2, TYPE A	eight dollars and zero cents	\$ 8.00	\$ 3,200.00
855-C	560	SF	HYDROBLASTING AND COATING	fourty-seven dollars and zero cents	\$ 47.00	\$ 26,320.00
LANGAN PARK DAM SITE						
201-A	1.00	LS	SELECT CLEARING and GRUBBING	seven thousand six hundred dollars and zero cents	\$ 7,600.00	\$ 7,600.00
206-C	100	SY	REMOVAL OF SIDEWALK	twenty-one dollars and zero cents	\$ 21.00	\$ 2,100.00
210-A	50	CY	UNCLASSIFIED EXCAVATION	fourty dollars and zero cents	\$ 40.00	\$ 2,000.00
210-D	50	CY	BORROW EXCAVATION	thirty-five dollars and zero cents	\$ 35.00	\$ 1,750.00
260-A	25	CY	FLOWABLE FILL (PEAGRAVEL MIX)	six hundred fifty dollars and zero cents	\$ 650.00	\$ 16,250.00
430-B	40	TON	AGGREGATE SURFACING, No. 89 STONE	ninety-eight dollars and zero cents	\$ 98.00	\$ 3,920.00
430-B1	100	TON	AGGREGATE SURFACING, No. 57 STONE (LAYDOWN)	ninety-eight dollars and zero cents	\$ 98.00	\$ 9,800.00
504-G	22	EA	FIBERGLASS JACKETS	four thousand twenty dollars and zero cents	\$ 4,020.00	\$ 88,440.00
505-I	28	EA	STEEL SPICE PLATE, INCL WELDING/CLEANING	one thousand five hundred fifty dollars and zero cents	\$ 1,550.00	\$ 43,400.00
610-A	241	SY	RIPRAP, CL 2, 24" THICK	one hundred sixty dollars and zero cents	\$ 160.00	\$ 38,560.00
610-D	200	SY	FILTER FABRIC, NON WOVEN	six dollars and zero cents	\$ 6.00	\$ 1,200.00
618-A	100	SY	CONCRETE SIDEWALK, 4" THICK	one hundred four dollars and zero cents	\$ 104.00	\$ 10,400.00
650-A	50	CY	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	fourty-nine dollars and zero cents	\$ 49.00	\$ 2,450.00
654-A	450	SY	SOLID SODDING, BERMUDA (PINNED)	eight dollars and zero cents	\$ 8.00	\$ 3,600.00
999-B	1	LS	SPILLWAY BYPASS (BY CONTRACTOR)	sixty-one thousand two hundred dollars and zero cents	\$ 61,200.00	\$ 61,200.00
TODD ACRES DRIVE SITE						
621-N1	5	SF	PATCHING FOR DECK	nine hundred eighty dollars and zero cents	\$ 980.00	\$ 4,900.00
621-N2	60	SF	PATCHING FOR CHANNEL BEAMS (INCL CLEANING)	one thousand two hundred dollars and zero cents	\$ 1,200.00	\$ 72,000.00
621-N2	55	SF	PATCHING FOR BENT CAPS (INCL CLEANING)	one thousand two hundred dollars and zero cents	\$ 1,200.00	\$ 66,000.00
ALL SITES						
600-A	1	LS	MOBILIZATION	ninety-seven thousand four hundred dollars and zero cents	\$ 97,400.00	\$ 97,400.00
665-G	200	EA	SAND BAGS	ten dollars and zero cents	\$ 10.00	\$ 2,000.00
665-E	2,000	SY	POLYETHELENE	two dollars and zero cents	\$ 2.00	\$ 4,000.00
665-J	350	LF	SILT FENCE, TYPE A	seven dollars and zero cents	\$ 7.00	\$ 2,450.00
665-Q	200	LF	WATTLES	twelve dollars and zero cents	\$ 12.00	\$ 2,400.00
674-A	300	LF	CONSTRUCTION SAFETY FENCE	four dollars and zero cents	\$ 4.00	\$ 1,200.00
740-A	1	LS	TRAFFIC CONTROL	six thousand five hundred dollars and zero cents	\$ 6,500.00	\$ 6,500.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	fourty thousand dollars and zero cents	\$ 40,000.00	\$ 40,000.00

TOTAL BID	six hundred ninety-seven thousand seven hundred fourty-four dollars and zero cents	\$ 697,744.00
ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK COMPANY: <u>McElhenney Const.</u> SIGNATURE: <u></u> DATE: <u>4/9/25</u>		

Base Bid

Total (All items listed in Proposal) 697,744.00

Written in words Six hundred ninety-seven thousand seven hundred forty-four dollars and zero cents

Number of working days to complete 85

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 3835 Gordon

John Drive Mobile, AL 36693

By M'Elhenney Const. Co. LLC

Signature of Bidder _____ M'Elhenney Const. Co.
(If a Corporation)

By _____ Business Address PO Box 1409 Theodore, AL 36590

President

Josh McElhenney

Print

Business Address PO Box 1409 Theodore, AL 36590

Secretary

Josh McElhenney

Print

Business Address PO Box 1409 Theodore, AL 36590

Treasurer

Josh McElhenney

Print

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____

Secretary

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 **2025 Bridge Maintenance, City of Mobile Project No. 2024-3005-08**.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered April 9, 2025 (Date)
McElhenney Construction Company, LLC
By: [Signature] (Contracting Firm)
Witness as to Principal By: [Signature] (SEAL)
Western Surety Company (Name of Surety)

COUNTERSIGNED: Billie Jo Sanders
Alabama Resident Agent By Billie Jo Sanders
Billie Jo Sanders, Attorney-in-Fact
Billie Jo Sanders, AL Resident Agent No. 44278

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, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

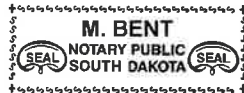
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of April, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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 Six Hundred Ninety Seven Thousand, Seven Hundred Forty Four & No/100 Dollars (\$ 697,744.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated April 28, 2025 (hereinafter called the Contract) for 2025 Bridge Maintenance
Project #: 2024-3005-08 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 28 day of April 2025.

Individual Principals sign here

In the presence of:

(SEAL)

(Print)

(SEAL)

(Print)

(SEAL)

(Print)

McElhenney Construction Company, LLC
(Corporate Name)

BY: [Signature]
(Signature)
Josh McElhenney
(Print)

ITS: President
(Title)

ATTEST:

[Signature]
(Signature)
Robert M. Donough
(Print)
ITS: P.M.

Western Surety Company
(Surety sign here) (Corporate name)

BY: [Signature]
(Signature)

Billie Jo Sanders

(Print)

ITS: Attorney-in-Fact
(Title)

ATTEST:

[Signature]
(Signature)
Connie Smith
(Print)
ITS: Witness

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 Six Hundred Ninety Seven
Thousand, Seven Hundred Forty Four and No/100 dollars (\$ 697,744.00), for
the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated 4/28/25
20, entered into a Contract with the Owner for 2025 BRIDGE MAINTENANCE
which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully
perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and
shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer
by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any such default, thence this obligation shall
be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be
brought on his Bond after twelve months from the day on which the final payment under the
Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and
agree that no charge, extension of time or addition to the terms of the Contract or to the work to
be performed thereunder of the Specifications thereof shall in any way effect their obligations on
this bond, and they do hereby waive notice of such change, extension of time, alteration or
addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 28 day of April 2025.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

McElhenney Construction Company, LLC
(Corporate Name)

ATTEST:

Robert McDermott
(Signature)
P.M.
(Title)

BY:

Josh McElhenney
(Signature)
Josh McElhenney
(Print)
President
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY:

Billie Jo Sanders
(Signature)
Billie Jo Sanders
(Print)
Attorney-in-Fact
(Title)

ATTEST:

Connie Smith
(Signature)
Connie Smith
(Print)

ITS: Witness

(Title)

Corporate Seal

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige 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 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 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 six (6%) 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 for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the 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 spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City 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.

[OR]

The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or

Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.
26. 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 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 28 day of April, 2025, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and McElhenney Construction, 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:

2025 BRIDGE MAINTENANCE: 2025 Bridge Maintenance

Project No: 2024-3005-08

Project Description: Bridge Maintenance

Major work items include: Bridge Repairs & Maintenance

City of Mobile Project Number **2024-3005-08**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 697,744.00) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and

such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or 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 **SAWGRASS CONSULTING.**

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.

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 Capital. 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.

E-BUILDER:

(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 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: _____

CITY CLERK

_____(Print)

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

WITNESSES:

_____(Print)

CONTRACTOR:

AN INDIVIDUAL

_____(Print)

McElhenney Construction Co., LLC.

CONTRACTOR: (IF CORPORATION)

_____(Print)

BY:



ITS PRESIDENT

Josh McElhenney (Print)

ATTEST:



ITS SECRETARY

Robert McElhenney (Print)

4/25/25

DATE

Corporate Seal



STATE OF ALABAMA }

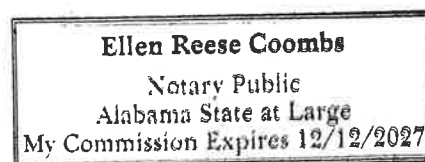
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Josh McElhenny, whose name is signed to the foregoing instrument in the capacity
of President of McElhenny Const Co 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 25th day of April, 2025.

Ellen Reese Coombs

NOTARY PUBLIC My Commission Expires: 12/12/27



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

5. ITEM 246 GABIONS

246.01 DESCRIPTION

The work under this Section shall consist of furnishing assembling, tying and filling with approved stones, open PVC coated welded wire baskets, construction in accordance with these specifications and placed in reasonably close conformity to the lines, grades and dimensions shown on the plans or directed by the Engineer. Other work specified in this section shall include furnishings and placing geotextile fabric between the backfill material and the inner face of the gabions as shown on the plans.

246.02 MATERIAL

(a) Filter Blanket

Filter Blanket shall be a woven material meeting the requirements of Subarticle 814.03 (c).

(b) Stone Fill

Stone used in the gabions shall be sound and durable, from any source approved by the Engineer. No stone shall be less than three inches, minimum dimension, nor greater than six inches. The stone shall be crushed and shall be reasonably well graded between the limiting sizes.

(c) Gabion Baskets

PVC coated galvanized steel wire gabion basket units shall be of non-raveling construction, fabricated from a welded square wire mesh of hot dipped galvanized steel wire having a minimum diameter of 0.105 inches after galvanization; and additionally, shall be coated with a minimum of 0.020 inches of PVC. The steel wire used shall be galvanized and PVC coated prior to fabrication into mesh. Mesh openings shall be square in shape and uniform in size, measuring not more than 3 inches by 3 inches. The PVC coated wire of all gabion components shall be resistant to the destructive effects of immersion in acidic, salt, or polluted water, exposure to ultraviolet light and abrasion, and retain these characteristics after a period of not less than 3,000 hours under test in accordance with ASTM Test Designation G-23.

Gabions shall be fabricated in such a manner that the sides, ends, lid, and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified by the plans. Gabions shall be of single unit construction. The base, lid, ends, and sides shall be either woven into a single unit or one edge of these members connected to the base section of the gabion in such a manner that strength and flexibility at the point of connection is at least equal to that of the mesh.

The field connections between adjacent wire baskets shall be made as recommended by the manufacturer and shall develop a connection strong enough that the failure under test shall occur in the mesh rather than in the lacing.

Each shipment of gabions to a job site shall be accompanied by a certification, on company letterhead, and signed by an officer of the company, which states that the material conforms to the requirements of the contract specifications and ASTM designation A974-97 manufacturing requirements.

The Engineer reserves the right to modify any portion in order to enhance the final product.

(d) Grout

Grout shall consist of Portland cement concrete. Concrete shall conform to the requirements of ASTM C-94 and shall have a minimum compressive strength of 3,000 psi, a maximum nominal aggregate size of 1/4 inch, and sufficient admixture to provide from 5 to 7 percent entrained air. At the Contractor's option, a water-reducing admixture, proportioned as per the manufacturer's recommendation, may be used to increase the penetration of the grout. The grout shall be designed to produce a mixture having a consistency such as to permit gravity flow into the interstices of the stone-filled gabion baskets with the help of limited brooming and vibrating. The grout shall be used in the work within a period of one (1) hour after mixing. Retempering of grout will not be permitted. Gabions baskets shall not be grouted when the ambient temperature is below 35 degrees F. or above 89 degrees F., unless approved by the Engineer in writing; nor when the grout, without special preparation, is likely to be subjected to freezing temperatures before final set has occurred. Prior to grouting, all surfaces of the gabion baskets shall be wetted. The gabion baskets

shall be grouted in successive longitudinal strips, approximately ten (10) feet in length, commencing at the furthest in-channel edge and working back towards the top-of-bank. Each batch of grout shall be dumped onto the ungrouted part of the strip and worked in to the voids between the stones. Grout shall be brought to the place of final deposit by approved means, and in no case will grout be permitted to flow on the gabion basket surface a distance in excess of ten (10) feet. Immediately after dumping the batch of grout, it shall be distributed over the surface of the strip by the use of brooms, and the grout worked into place between stones with suitable spades, trowels or vibrating equipment. The grout shall penetrate the gabion basket surface to provide a cap having a thickness of not less than six (6) inches. As a final operation, a stiff stable broom shall be used to give the grout cap a broomed finish; however, the wire of the gabion shall not be uncovered during the finishing operation. After completion of any strip as specified, no workman or any load shall be permitted in the grouted surface for at least twenty four (24) hours.

The surface of all grouted gabion baskets shall be cured by keeping the surface continuously wet for a period of not less than seven (7) day; during which time the grouted surface shall also be protected from flowing water and mechanical injury.

246.03 CONSTRUCTION REQUIREMENTS

(a) Excavation & Backfill

Excavation and backfilling for gabion shall be performed in accordance with Section 214.

(b) Filter Blanket

Filter Blanket (geotextile) shall be installed in accordance with Section 610.

(c) Gabion Assembly and Installation

Gabion baskets shall be assembled in such a manner that the sides, ends, lids and diaphragms can be assembled at the construction site into rectangular baskets of the sizes specified and shown on the drawings. Gabions shall be divided into cells by diaphragms of the same mesh and gauge as the gabion body. Diaphragms shall be placed at three foot (3') nominal spacings in the long direction, and shall extend the full width and height of the basket. The gabions shall be furnished with the necessary diaphragms secured in proper position on the base in such a manner that no additional tying at this juncture will be necessary. All perimeter edges of the mesh forming the gabion shall be securely fastening all diaphragms and edges of the gabion.

Empty gabion baskets shall be installed according to manufacturer's recommendations and to the details shown on the plans. They shall be individually placed on the approved surface to the lines and grades as shown on the drawings or as directed by the Engineer, with the sides, ends and diaphragms erected in a manner that will insure that correct position of all creases and that the top of all sides are

level. All adjoining empty gabion units must be connected by tie wire lacing along the perimeter of their contact surfaces in order to obtain a monolithic structure.

The initial line of basket units shall be placed on the prepared bedding layer surface in a direction parallel to stream flow, unless otherwise shown on the drawings, and shall be partially filled with stones by hand to provide anchorage against deformation and displacement during the remainder of the filling operation. Stone filling operations shall carefully proceed with placement by hand or machine so as not to damage any galvanize or PVC wire coating, to assure a minimum of voids between the stones, and to assure that maintenance of alignment throughout the filling process. Undue bulging of the mesh shall be avoided. Along all exposed faces, the outer layer of stones shall be carefully placed and arranged by hand to insure a neat and compact appearance. Where shown on the drawings or as directed by the Engineer, or where a complete gabion unit cannot be installed because of space limitations, the basket unit shall be cut, folded and wired together to suit existing site conditions. The mesh must be cleanly cut and the surplus mesh cut out completely or folded back and neatly wired to an adjacent basket face.

(d) Grouted Gabions

Gabions installed as specified herein shall be grouted in areas indicated on the drawings or directed by the Engineer. All grouting of gabions shall be done in-the-dry. Stone for grouted gabion baskets shall conform to the requirements specified hereinbefore. The stone shall be placed in conformance with the general requirements for ungrouted gabion basket units as specified hereinbefore. The Contractor shall take special care to maintain the surface of the gabion units free from becoming choked with any material, such as spilled bedding material, until grouted, so as not to hamper the penetration of the grout. If such choking does occur, the Contractor shall remove the contaminating material to a minimum depth of 6 inches prior to grouting.

(e) Stone Filled Voids

Irregular shaped areas in the ditch sides not conforming to an area that will accommodate a gabion basket shall be filled with stones in the manner specified for gabion and grouted. NO DIRECT PAYMENT.

246.04 METHOD OF MEASUREMENTS

The quantity of Gabions will be field measured along the channel face of the gabion baskets and shall be paid for at the contract unit price per linear foot for Item 246-A. Linear foot price bid shall include all cost associated with temporary sheet pile shoring in addition to furnishing all the quantity of gabions and stone filled voids filled with stone ordered and acceptably placed.

Excavation and backfill of gabions will be paid for as specified in Item 210-B Channel Excavation.

246.05 BASIS OF PAYMENT

(a) Unit Price Coverage

The quantity of gabions or stone filled voids acceptably placed, measured as noted above, will be paid for at the contract unit price bid, which shall be full compensation for furnishing all materials, including filter fabric, wire mesh and stone, labor, equipment, tools, and incidental necessary to compete this Item of work.

(b) Payment Will be Made Under Item No:

246-A Gabions – per Cubic Yard

246-E Grout for Gabions – per Cubic Yard

6. 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 690-A PROJECT SIGN -PORTABLE:

690.A.01

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.

690.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

16. ITEM 690-B PORTABLE TOILETS - WEEKS:

690.B.01

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.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in-place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

17. 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.

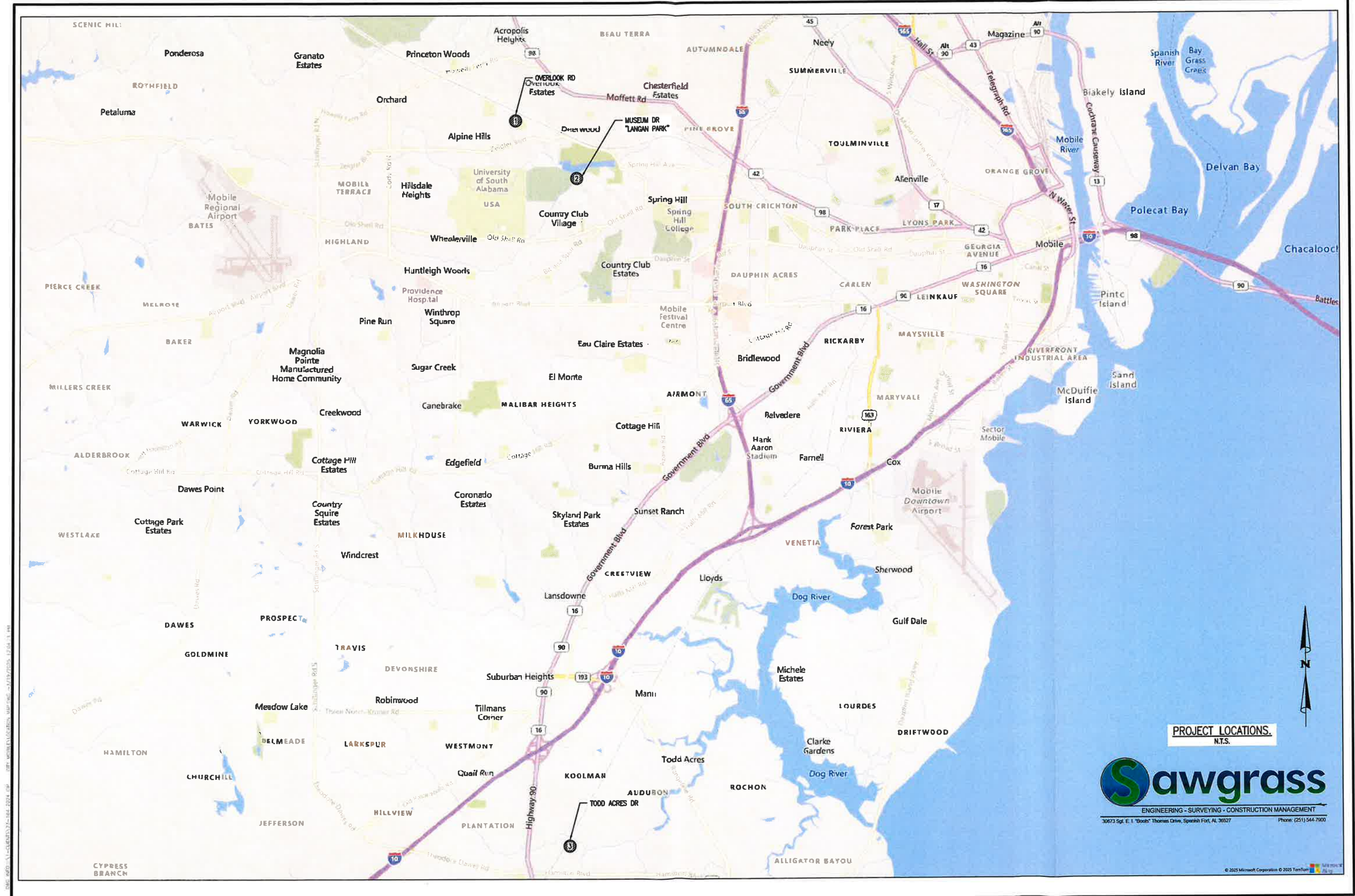
740 A.3

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”

LOCATION



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



MCELCON-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Rachel Hutto

PHONE (A/C, No, Ext): (334) 244-0004

FAX (A/C, No):

E-MAIL ADDRESS: rhutto@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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ 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) \$ 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 ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		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)
2025 BRIDGE MAINTENANCE PROJECT No. 2024-3005-08

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, Umbrella Liability, and Workers Compensation 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

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

		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		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">NAIC #</td> </tr> <tr> <td colspan="2">INSURER A:</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>				CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		NAIC #		INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME:																											
PHONE (A/C, No, Ext):	FAX (A/C, No):																										
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INSURER(S) AFFORDING COVERAGE																											
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INSURER F:																											
INSURED																											
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:																							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																											
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$																				
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																				
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTHER 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)																											
Project Name: _____ Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).																											
CERTIFICATE HOLDER				CANCELLATION																							
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																							

ATTACHMENT “C”

**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# 2025-3005-08

Current Date 03/14/25

Project Description: 2025 Bridge Maintenance Project

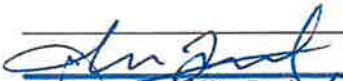
Total Estimated Value of the Project: \$894,595.00

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Reduction of the 15% goal to a 6% goal due to the specialized work needed.


Requested By (City Engineer)

John Forrester

(Signature)

(Title)

(Date)


Telephone Number

City Engineer

03/14/2025

Email
Address

forresterj@cityofmobile.org

251-208-7243

Reviewed By (Office of Supplier Diversity)



Supplier Diversity Manager

3/14/2025

(Signature)

(Title)

(Date)



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
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: Archiekidd@cityofmobile.org
251.208.7967
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	jennings@mcelhenneyconst.com

RFP/RFQ Solicitation Number	2024-3005-08
Project Description	2025 Bridge Maintenance Contract
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>31</u> Female <u>5</u> Minority <u>16</u> Non-minority <u>20</u> SDVO <u> </u>
Total #of Employees	<u>36</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jennings Clayton

Signature: [Signature] Date: 4/8/25

Title: Project Manager/Estimator

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jennings Clayton Title: Project Manager/Estimator

Email: jennings@mcelhenneyconst.com Phone: 251-973-0030



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archtrique.kidd@atyofmobile.org
251 208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company McElherney (MCC) Your Bid/Proposal Amount \$ 697,744.00

04 / 8 / 25	Description	Bridge Repair & Maintenance

Name of Bidder/Proposer: McElhenney Construction Company, LLC

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: McElhenney Construction Company, LLC
Contact Person: Jennings Clayton Phone 251-654-8579 Email jennings@mcclhenneyconstruction.com
Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☒	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
☒		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

✓		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

— There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in 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.

OFFICE OF SUPPLIER DIVERSITY

Return to Office of Supplier Diversity
Via email: arehnic.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CITY OF MOBILE DBE Compliance DBE UTILIZATION REPORT

CONTRACTOR: McElmerney Construction Company, LLC

Certified DBE: YES ☒ NO

Contract Start Date:

DESCRIPTION: Bridge Maintenance

Estimated Completion Date:

This report is for the month of:

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
Bennett Construction	Concrete Work	\$	\$	\$
Coastal Environmental	Erosion Control	\$	\$	\$
LBG Construction	Concrete Supplier	\$	\$	\$
Element Const. & Fencing	Fencing	\$	\$	\$
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: Josh McElmerney

SIGNATURE: [Signature] (Title)

4/8/25 (Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Josh M'Elkenny (affiant) who, being duly sworn says as follows:

President/CEO of M'Elkenny 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 M'Elkenny Const. Co. 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 M'Elkenny Const. Co. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 709831.


CEO of M'Elkenny Const. Co. LLC

Sworn to and subscribed before me this the 9th 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

Jennifer Robinson
Notary Public
Alabama State at Large
My Commission Expires 3/11/2029



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 McElhennev
Phone Number 2519730030
Fax
Email iosh@mcelhennevconst.com



Company ID Number: 709831



This list represents the first 20 Program Administrators listed for this company.

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2024-3005-08
2025 BRIDGE 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. 2024-3005-08
2025 BRIDGE 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

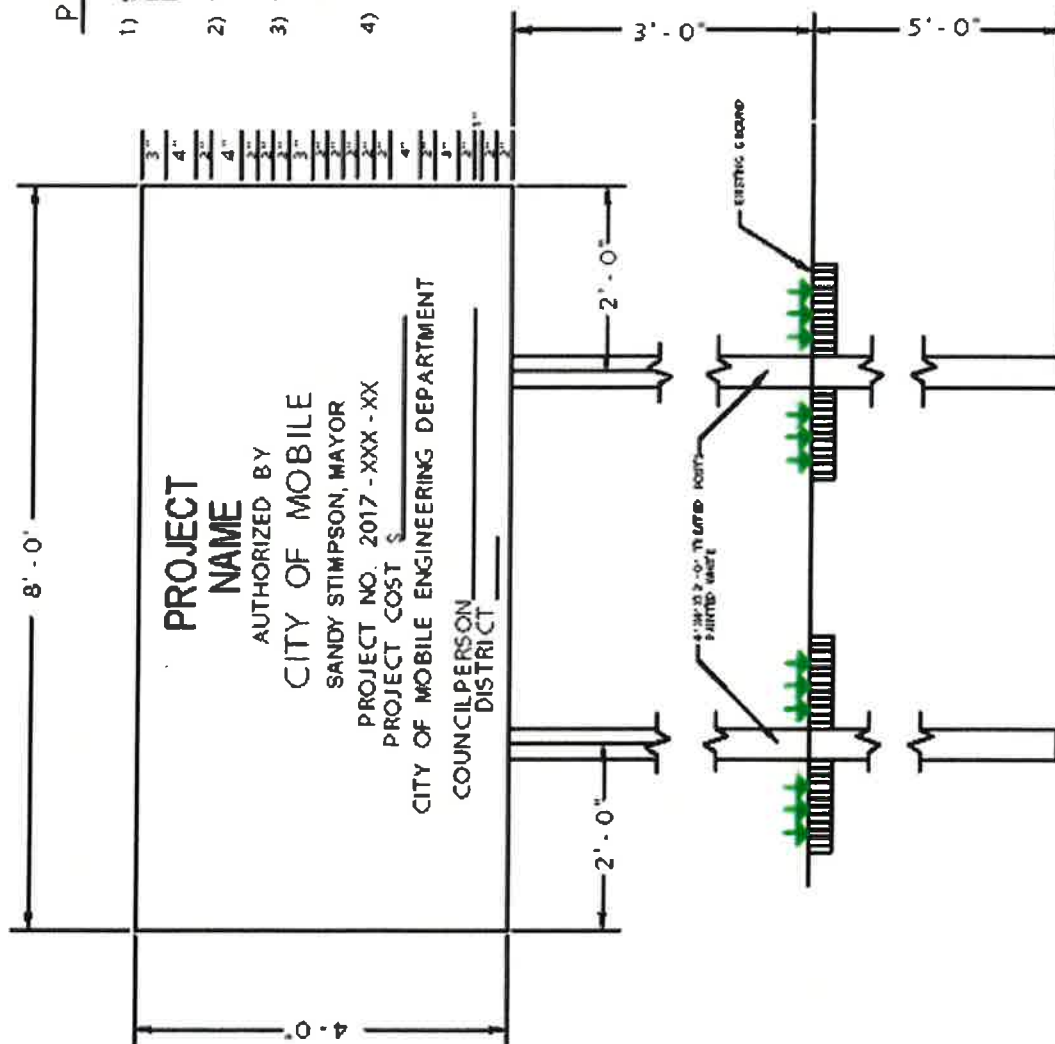
The Contractor shall execute the following requirements as follows:

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 commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.
- 2) Sign to be placed at location directed by the Engineer.
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site.
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT “F”
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: 4/9/25

Name of Project: 2025 Bridge Maintenance Project

Project Number: 2024-3005-08

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:

\$ 11,100.00

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 Name of

Bidder McElhenney Construction Company, LLC

Mailing

Address PO Box 1409 Theodore, AL 36590

*By (Legal Signature)

[Signature]

*Name (type or print)

Josh McElhenney

(Seal)

*Title

President

Telephone Number 251-973-0030

ADDENDUM NO. 1

ADDENDUM NO. 1

2025 Bridge Maintenance

CITY OF MOBILE PROJECT NO. 2024-3005-08

BID DATE: April 9, 2025

ADDENDUM NO. 1

ISSUED: April 8, 2025

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

- 1. ITEM III, PROPOSAL SECTION, SHEET 11, OVERLOOK SITE, ADD PAY ITEM 701-A SOLID STRIPING (ALL COLORS) CL 2, TYPE A, QUANTITY 400, UNIT LF**
- 2. ITEM III, PROPOSAL SECTION, SHEET 13, LANGAN PARK DAM SITE, EDIT PAY ITEM 260-A FLOWABLE FILL QUANTITY FROM 65CY TO 25 CY.**

***THE CHANGES ARE REFLECTED IN THE ELECTRONIC BID SHEET ATTACHED IN THIS CORRESPONDENCE**

We, as duly authorized representatives of McElhenney Construction (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

JH Clayton
Signature

4/8/25
Date

Jennings Clayton
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

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 Sawgrass Consulting, as well as the premises

Project Name: 2025 Bridge Maintenance

Project No: 2024-3005-08

Project Description: Bridge Maintenance

Major work items include: Bridge Repairs and Maintenance

The Bidder further agrees to construct the improvements in **85** 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, 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 Sawgrass Consulting 30673 Sgt EI Boots Thomas Dr. Spanish Fort, Alabama 36527. In order to receive consideration, the request must be received before 12:00 p.m. on May 6, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
OVERLOOK CULVERT SITE						
201-C	DEBRIS REMOVAL	1	LS		_____ DOLLARS _____ CENTS	
206-D1	FENCE REMOVAL	200	LF		_____ DOLLARS _____ CENTS	
206-D2	CURB REMOVAL	120	LF		_____ DOLLARS _____ CENTS	
210-A	UNCLASSIFIED EXCAVATION	22	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL (GROUT)	5	CY		_____ DOLLARS _____ CENTS	
408-A	PLANING EXISTING ASPHALT, (1.0-1.5" THICK)	100	SY		_____ DOLLARS _____ CENTS	
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B, APPROX. 165 LB/SY, (INCL. TACK COAT	45	TON		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
505-I	STEEL PLATE, INCL WELDING	60	SF		_____ DOLLARS _____ CENTS	
614-B	CONCRETE SLOPE PAVING, 6"	6	SY		_____ DOLLARS _____ CENTS	
621-N2	PATCHING, Up to 1.5", (Euclid- Speedcrete Redline or equal)	60	SF		_____ DOLLARS _____ CENTS	
623-C	CONCRETE CURB AND GUTTER	120	LF		_____ DOLLARS _____ CENTS	
631-C	STEEL GUARDRAIL RESET (INCL POST)	200	LF		_____ DOLLARS _____ CENTS	
634-G1	CHAINLINK FENCE, 4 FT	200	LF		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING, BERMUDA (PINNED)	200	SY		_____ DOLLARS _____ CENTS	
701-A	SOLID STRIPING (ALL COLORS) CL2,TYPE A	400	LF		_____ DOLLARS _____ CENTS	
855-C	HYDROBLASTING AND COATING	560	SF		_____ DOLLARS _____ CENTS	
OVERLOOK CULVERT SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
LANGAN PARK DAM SITE						
201-A	SELECT CLEARING & GRUBBING	1	LS		_____ DOLLARS _____ CENTS	
206-C	REMOVAL OF SIDEWALK	100	SY		_____ DOLLARS _____ CENTS	
210-A	UNCLASSIFIED EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION	50	CY		_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL (PEAGRAVEL MIX)	65	CY		_____ DOLLARS _____ CENTS	
430-B	AGGREGATE SURFACING, No. 89 STONE	40	TON		_____ DOLLARS _____ CENTS	
430-B1	AGGREGATE SURFACING, No. 57 STONE (LAYDOWN)	100	TON		_____ DOLLARS _____ CENTS	
504-G	FIBERGLASS JACKETS	22	EA		_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
505-I	STEEL SPLICE PLATE, INCLUDE WELDING/CLEANING	28	EA		_____ DOLLARS _____ CENTS	
610-A	RIPRAP, CL 2, 24" THICK	241	SY		_____ DOLLARS _____ CENTS	
610-D	FILTER FABRIC, NON WOVEN	200	SY		_____ DOLLARS _____ CENTS	
618-A	CONCRETE SIDEWALK, 4" THICK	100	SY		_____ DOLLARS _____ CENTS	
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	50	CY		_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING, BERMUDA (PINNED)	450	SY		_____ DOLLARS _____ CENTS	
999-B	SPILLWAY BYPASS (BY CONTRACTOR)	1	LS		_____ DOLLARS _____ CENTS	
LANGAN PARK DAM SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
TODD ACRES DRIVE SITE						
621-N1	PATCHING FOR DECK	5	SF		_____ DOLLARS _____ CENTS	
621-N2	PATCHING FOR CHANNEL BEAMS (INCL CLEANING)	60	SF		_____ DOLLARS _____ CENTS	
621-N2	PATCHING FOR BENT CAPS (INCL CLEANING)	55	SF		_____ DOLLARS _____ CENTS	
TODD ACRES DRIVE SITE SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
ALL SITES						
600-A	MOBILIZATION	1	LS		_____ DOLLARS _____ CENTS	
665-G	SAND BAGS	200	EA		_____ DOLLARS _____ CENTS	
665-E	POLYETHELENE	2,000	SY		_____ DOLLARS _____ CENTS	
665-J	SILT FENCE, TYPE A	350	LF		_____ DOLLARS _____ CENTS	
665-Q	WATTLES	200	LF		_____ DOLLARS _____ CENTS	
674-A	CONSTRUCTION SAFETY FENCE	300	LF		_____ DOLLARS _____ CENTS	
740-A	TRAFFIC CONTROL	1	LS		_____ DOLLARS _____ CENTS	
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	1	LS	\$40,000.00	<u>FORTY THOUSAND</u> DOLLARS _____ <u>ZERO</u> CENTS	\$40,000.00
ALL SITES SUBTOTAL AMOUNT					_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
	OVERLOOK CULVERT SITE SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	LANGAN PARK DAM SITE SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	TODD ACRES DRIVE SITE SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	ALL SITES SUBTOTAL AMOUNT				_____ DOLLARS _____ CENTS	
	BASE BID TOTAL AMOUNT				_____ DOLLARS _____ CENTS	

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, H: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until

April 30, 2025

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

24th day of April, 2024

Michael B. Tate

SECRETARY-TREASURER

Charles A. Tate

CHAIRMAN

204863



CAPITAL CONTRACT SUMMARY SHEET

C#5365



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve a contract with Michael Baker International, Inc. for engineering consulting services.

Amount of Contract:

\$299,995.63

Funding Source

C0997

ATTACHMENTS:

1. 2025-3005-11 US Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave) (Michael Baker International, Inc.)

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave)
(D1) COM Project: 2025-3005-11

PROJECT #: C0997 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Consulting Services

CONTRACT AMOUNT: \$299,995.63

VENDOR NAME: Michael Baker International, Inc.

VENDOR NUMBER: 294011

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 5/7/2025

RESOLUTION

Sponsored by:

Mayor William S. Stimpson and Councilmember Cory Penn

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. This Resolution shall take effect immediately upon its adoption.

Name of Company: Michael Baker International, Inc.

Project Name: U.S. Hwy Streetscape Improvements (Gloria York to Wilson Ave.)

Project Number: 2025-3005-11

Project Description: Design and construction of U.S. Highway 45 Streetscape Improvements from Gloria York Avenue to Wilson Avenue (D01)

Amount: \$299,995.63

Adopted:

City Clerk



**U.S. HWY 45 STREETScape IMPROVEMENTS
(GLORIA YORK TO WILSON AVE.)**

PROJECT NO. 2025-3005-11

ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Michael Baker International, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Michael Baker International, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave.), City of Mobile Project No. 2025-3005-11. This is for engineering design and construction inspection of approximately 3,400 feet of roadway improvements on Hwy 45. (See Exhibit A for approximate locations). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the ENGINEER.

STANDARD SPECIFICATIONS - 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, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any

inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Omit
- d. Omit
- e. Provide cost estimates and alternatives for construction of the PROJECT, if necessary.
- f. Plans shall be provided to each utility at this time. **Copy the CITY on all correspondence.**
- g. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.
- h. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm

Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by the PROJECT ENGINEER.

- i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.
 - j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.
 - k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.
 - l. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.
 - m. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
 - n. Omit
 - o. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.
3. Design Surveys
- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be

based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

- b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.
 - c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
 - d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.
 - e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
 - f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.
4. Right of Way and Easement Survey Requirements
- a. Right of Way and Easement Surveys
 - (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
 - (2) Omit
 - b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:
 - (1) Existing right of way, easements (temporary and permanent) and property lines.
 - (2) Edge of existing and proposed Channel.
 - (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.

(4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include grading, drainage, inlet repair, base, patching, striping, and signing. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at four (4) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

- (1) **30% Design Submittal** (approximately 30% completion) shall be made **Eight (8) weeks** after receipt of the completed topographic survey. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, preliminary drainage design evaluation, design

parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

- (2) **60% Design Submittal** (approximately 60% completion) shall be made **Sixteen (16) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
 - (3) **90% Design Submittal** (approximately 90% completion) shall be made **Eight (8) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.
 - (4) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
 - d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet

of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.

- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
- f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION

- 1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY

will not open any bid from a Contractor whose name is not recorded for proposals issued.

- d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
- e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the

Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

1. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30)

- working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed \$73,543.58 (Seventy-Three Thousand Five Hundred Forty-three Dollars and Fifty-eight Cents).
 - b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed \$46,213.58 (Forty-Six Thousand Two Hundred Thirteen Dollars and Fifty-eight Cents).
 - c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed \$36,943.58 (Thirty-Six Thousand Nine Hundred Forty-Three Dollars and Fifty-eight Cents).
 - d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed \$12,314.53 (Twelve Thousand Three Hundred Forteen Dollars and Fifty-Three Cents). Payment for work performed in Section III.B of this CONTRACT shall not exceed \$5,980.36 (Five Thousand Nine Hundred Eighty Dollars and Thirty-Six Cents).

- e. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$125,000.00 (One Hundred Twenty-Five Thousand Dollars and Zero Cents).
- f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. Following award of the Agreement, the CITY shall pay the ENGINEER 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 hourly rates in EXHIBIT C.
- 2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$299,995.63 (Two Hundred Ninety-Nine Thousand Nine Hundred Ninety-Five Dollars and Sixty-Three Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION:** 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 Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER 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.

- B. **INSURANCE-** For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. **Professional Liability Insurance:**

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. **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.

3. 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 ENGINEER.
- 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.

4. 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.

5. 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.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, 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.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, 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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER 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.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. 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.

XII. TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use TUC as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Print: Jeffrey D. May
Its: Vice President

Address: 11 N Water Street, Suite 14290

Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, Natalie A. Kent, a Notary Public in and for said State and County, hereby
certify that Jeffrey D. May, whose name as Vice President of
Michael Baker International, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 8th day of April, 2025.

Natalie A. Kent
NOTARY PUBLIC

My Commission Expires: 7/18/2027

EXHIBIT A: PROJECT LOCATION

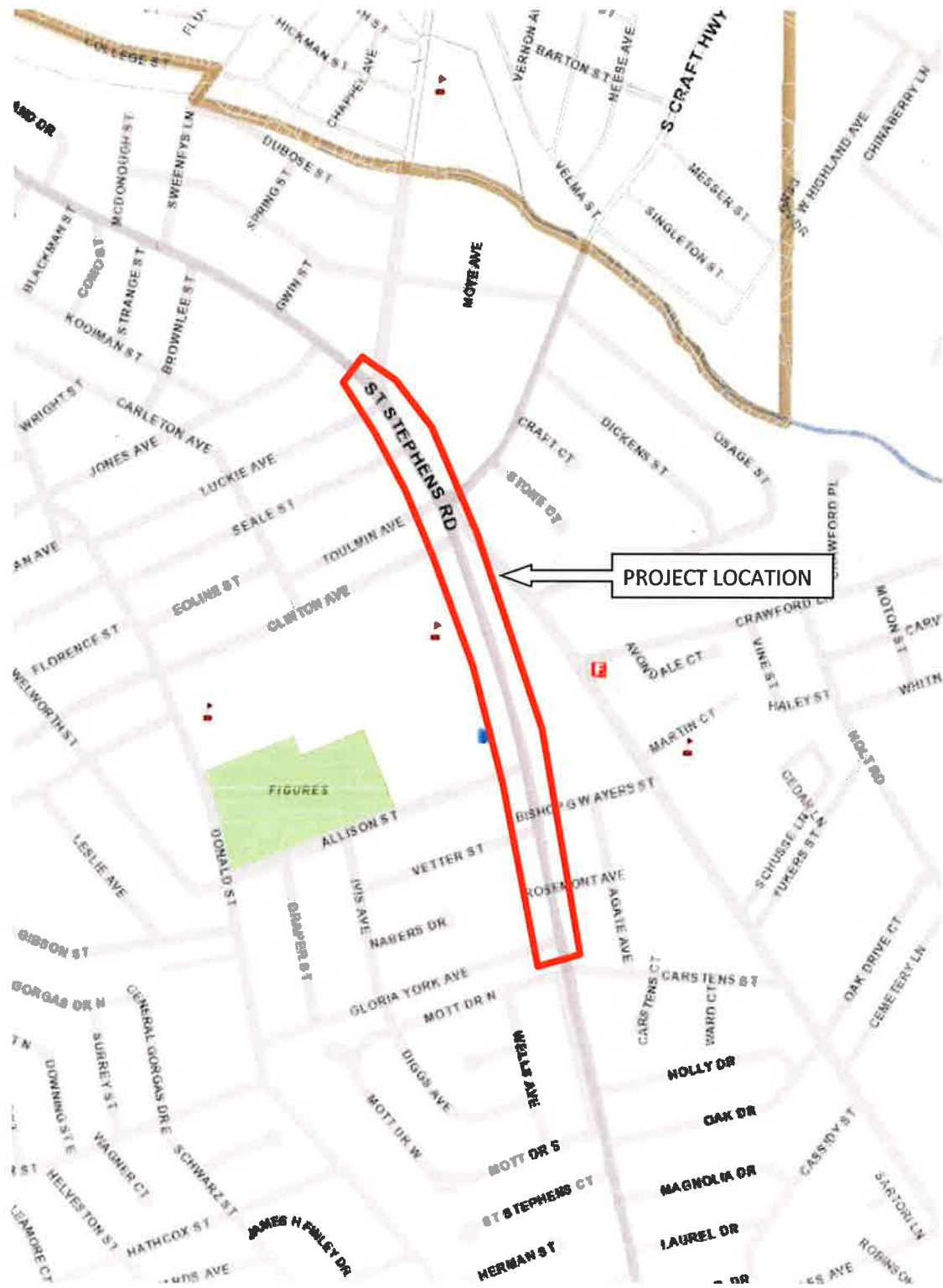


EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) – **U.S. Hwy 45 Streetscape Improvements (Gloria York to Wilson Ave.), City of Mobile Project No. 2025-3005-11.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$2,900,000.00 [**Two Million Nine Hundred Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees for all phases to be paid the ENGINEER shall not exceed **\$299,995.63 [Two Hundred Ninety-Nine Thousand Nine Hundred Ninety-Five Dollars and Sixty-Three Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 1

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase	
30% Submittal.....	\$ 73,543.58
60% Submittal.....	\$ 46,213.58
90% Submittal.....	\$ 36,943.58
100% Submittal.....	\$ 12,314.53
Pre-Bid to Pre-Construction Phase.....	\$ 5,980.36
Construction Phase	\$125,000.00
<u>Total Contract Amount Not to Exceed</u>	<u>\$ 299,995.63</u>

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings
- Over run/Under run Report



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/15/2025

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 Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	INSURER(S) AFFORDING COVERAGE INSURER A: XL Insurance America Inc 24554 INSURER B: Allied World Surplus Lines Insurance Co 24319 INSURER C: Zurich American Ins Co 16535 INSURER D: American Guarantee & Liability Ins Co 26247 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570112117415 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER			GL0419728103	08/30/2024	08/30/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP 4197284 03	08/30/2024	08/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			AUC053258206	08/30/2024	08/30/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YIN	N/A	WC419728203 AOS WC419728503 WI	08/30/2024	08/30/2025	☒ 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
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2024	08/30/2025	Per Claim \$10,000,000 Aggregate \$10,000,000

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

Contractual Liability is included in the General Liability policy. RE: US HW 45 Streetscape Improvements (Gloria York to Wilson Ave.), City Project No. 2025-3005-11. City of Mobile is included as an Additional Insured in respect to the General Liability and Automobile Liability policies, which coverage shall be Primary and Non-contributory within the policy provisions. A waiver of Subrogation applies in favor of the City of Mobile with respect to the General Liability, Automobile Liability and Workers' Compensation policies. Umbrella Liability policy is follow form of the policies evidenced herein. A 30-Day Notice of Cancellation applies (except 10 days for non payment) for General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile, Alabama Attn: Tammy Lambeth, PE Engineering Manager PO Box 1827, 205 Government Street 3rd Floor, South Tower 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 <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

570112117415

Certificate No :



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contract Or Agreement:
ALL CONTRACTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** With respect to the contract or agreement designated in the Schedule above, Subparagraph **e.** of Paragraph **2. Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1)** Liability for damages that the insured would have in the absence of the contract or agreement; or

- (2)** Liability for "personal and advertising injury" if:

- (a)** The liability pertains to your business and is assumed in the designated contract or agreement shown in the Schedule in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- (b)** The "personal and advertising injury" occurs subsequent to the execution of the designated contract or agreement shown in the Schedule; and
- (c)** The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Solely for the purposes of liability so assumed in such designated contract or agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" described in Paragraph **A.2.e.(2)(c)** above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same designated contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

B. With respect to the contract or agreement designated in the Schedule above, the following is added to Section I - Supplementary Payments - Coverages A And B:

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- 1. The "suit" against the indemnitee seeks damages for which the insured has assumed tort liability of the indemnitee in a designated contract or agreement shown in the Schedule, if such liability pertains to your business. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 2. This insurance applies to such liability assumed by the insured;
- 3. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same designated contract or agreement;
- 4. The allegations in the "suit" and the information we know about the offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

5. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

6. The indemnitee:

a. Agrees in writing to:

- (1) Cooperate with us in the investigation, settlement or defense of the "suit";
- (2) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (3) Notify any other insurer whose coverage is available to the indemnitee; and
- (4) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

b. Provides us with written authorization to:

- (1) Obtain records and other information related to the "suit"; and
- (2) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **A.2.e.(2)** of this endorsement, such payments will not be deemed to be damages for "personal and advertising injury" as described in Paragraph **A.2.e.(2)(c)** above and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- 1. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- 2. The conditions set forth above, or the terms of the agreement described in Paragraph **6.** above, are no longer met.

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Michael Baker International, Inc.	
POLICY NUMBER See Certificate Number: 570112002091		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570112002091	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-03

Effective Date: 08/30/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY:

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL

LLC Endorsement Effective Date: 08/30/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4197281-03	08/30/2024	08/30/2025		15939000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL

LLC Endorsement Effective Date: 08/30/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4197281-03

Effective Date: 08/30/2024

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-03	08/30/2024	08/30/2025		15939000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

EXHIBIT G: SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who, being duly sworn says as follows:

Vice President of Michael Baker International, Inc. (MBI)

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 Vice President for MBI 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 MBI is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1347287.

VP
CEO of Michael Baker International, Inc.

Sworn to and subscribed before me this the 8th day of April, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Natalie A. Kent
Signature and Seal of Notary Public

Natalie A. Kent

Notary Public, Alabama State at Large

My Commission Expires
7/18/2027

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Michael Baker International (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 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. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) 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
4. 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.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
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 antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
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. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers 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@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 through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for 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 Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or 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 Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Michael Baker International (Employer) hereby designates and appoints Kristina David (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:19959

Client Company ID Number:1347287

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print)	Title
Kristina David	
Signature	Date
Electronically Signed	April 02, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Michael Baker International
Company Facility Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
Company Alternate Address	500 Grant St. Ste 5400 Pittsburgh, PA 15219
County or Parish	Allegheny
Employer Identification Number	25-1228638
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	77

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Pennsylvania	6
South Carolina	3
Mississippi	2
Alaska	2
Florida	6
Tennessee	1
California	14
Michigan	1
Ohio	4
North Carolina	4
Colorado	1
Idaho	1
Arkansas	2
Indiana	2
Nevada	3
Texas	4
Georgia	2
Kentucky	1
New York	2
Louisiana	2
Maryland	1
Arizona	1
Alabama	1
Wisconsin	2
Washington	1
West Virginia	1
Minnesota	1
Virginia	4
Illinois	1
Utah	1

Company ID Number:19959

Client Company ID Number:1347287

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Penny Mercadante
Phone Number	(412) 918-4024
Fax Number	
Email Address	Penny.Mercadante@mbakerintl.com

Name	Brian Rider
Phone Number	(412) 918-4039
Fax Number	
Email Address	Brian.Rider@mbakerintl.com



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archibutekidd@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: Archieuekidd@cityofmobile.org
251 208.7967
205 Government Street, 5th Floor

Section I. Information about your company **FORM 1: Background and Plan**

Company	Michael Baker International, Inc.
Address	11 N. Water Street, Suite 14290 Mobile, AL 36602
Telephone	(251) 380-0898
E-Mail	JMay@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	U.S Hwy 45 Streetscape Improvements (Gloria York to Wilson Avenue)
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	4,150.00

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeffrey D. May Date: 4/8/2025
Signature: [Signature]
Title: Vice President / Office Executive

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: Brian Morgan Title: Project Manager
Email: Brian.Morgan@mbakerintl.com Phone: (251) 341-3128
Page 2 of 5
Subcontractor/Supplier Plan rev. 7/29/2021

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archtrique.kidd@allyofmobile.org
251.208.7967

205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Michael Baker

Please Print Company _____ International, Inc.	Your Bid/Proposal Amount \$	\$299,995.63

Date:

04 / 08	Description
	<u>U.S Hwy 45 Streetscape Improvements (Gloria York to Wilson Avenue)</u>

Name of Bidder/Proposer: Michael Baker International, Inc.

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

THIS FORM NOT APPLICABLE

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan, PE

Phone 251-380-0898

Email Brian.Morgan@mbakerintl.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc. Phone 251-341-3128 Email Brian.Morgan@mbakerintl.com
 Contact Person: Brian Morgan

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.

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MICHAEL BAKER INTERNATIONAL INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

ECA518

authorizing the firm to provide or offer to provide

ENGINEERING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MICHAEL BAKER INTERNATIONAL INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 12/12/2023

William R. Huett

Executive Director

This certificate will expire on 12/31/2025 unless renewed.



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: May 13, 2025

Submitted by:

John Forrester, City Engineer

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Josh Woods, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Accept three temporary construction easements for the Project # 2024-3005-07-Misc Drainage Storm Water Fee, for retaining wall and drainage repairs (City of Mobile Annual Storm Drain Maintenance)

Amount of Contract:

NA

Funding Source

NA

ATTACHMENTS:

1. ResolutionTCEs2024-3005-07 Jonathan Ct
2. TCE 1121 Jonathan-Vinson-SIGNED
3. TCE 1131 Jonathan-Tillman-SIGNED
4. TCE 1120 Harrison-Jorgensen-SIGNED

REVIEWERS:

Stacey Howard

Carleen Stout

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA
that the City hereby accepts the following temporary construction easements for the Project # 2024-3005-07-Misc Drainage Storm Water Fee, for retaining wall and drainage repairs (City of Mobile Annual Storm Drain Maintenance):

1. Temporary Construction Easement from Charles John Vinson and Hollon B. Vinson.
2. Temporary Construction Easement from Benjamin Jorgensen and Judith Jorgensen.
3. Temporary Construction Easement from Michael C. Tillman and Mary H. Tillman.

SAID documents with sketches being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 21st day of April between Charles John Vinson and Hollon B. Vinson, husband and wife, the Grantors, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantors, in consideration of the sum of ONE DOLLAR \$ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project: Miscellaneous Drainage Storm Water Fee (City of Mobile Annual Storm Drain Maintenance), Project Number: 2024-3005-07, said easement as shown and as being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED

AS SHOWN ON "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

21st IN WITNESS WHEREOF, the undersigned has set my hand and seal, this the day of April, 2025.

Owners:

Charles J. Vinson
Hollon B. Vinson

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles John Vinson and Hollon B. Vinson, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 21st day of April 2025.

Rhonda D. Lewis
Notary Public, State of Alabama



My Commission Expires: 3-13-29

This instrument prepared by:

City of Mobile
Real Estate Department
P. O. Box 1827
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantee

City of Mobile
Real Estate Department
P. O. Box 1827
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

[illegible][illegible]

NUMBER	DATE	 Sawgrass ENGINEERING SURVEYING - CONSTRUCTION MANAGEMENT 10001 W. 11th Street, Suite 200, Spring Hill, FL 34609 Phone: (941) 386-0000	PROJECT AND JOB: LOT 16, SMITHFIELD, UNIT TEN (CITY OF SMITHFIELD, FLORIDA) PROJECT NUMBER: 2224-000001	PROPOSED TEMPORARY CONSTRUCTION EASEMENT LOT 16, SMITHFIELD, UNIT TEN CITY OF MOBILE	SCALE: 1" = 10' DATE: APRIL 14, 2010 DRAWN BY: HL CHECKED BY: SHEET: 1 OF 1

EXHIBIT "B"

DESCRIPTION OF CITY OF MOBILE TEMPORARY CONSTRUCTION EASEMENT:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 16, SMITHFIELD, UNIT TEN, AS RECORDED IN MAP BOOK 42, PAGE 111, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF JONATHAN COURT; THENCE RUN NORTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, AND A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 33°57'20", A CHORD OF WHICH BEARS N15°14'50"W FOR 29.20 FEET AN ARC DISTANCE OF 29.63 FEET TO A POINT; THENCE RUN S66°27'02"E, LEAVING SAID EAST RIGHT-OF-WAY LINE, 39.16 FEET TO A POINT; THENCE RUN S89°38'09"E, 49.84 FEET TO A POINT; THENCE RUN N02°03'23"E, 3.93 FEET TO A POINT; THENCE RUN S89°30'14"E, 21.98 FEET TO A POINT; THENCE RUN N00°20'10"E, 20.45 FEET TO A POINT; THENCE RUN S89°36'17"E, 24.96 FEET TO A POINT ON THE EAST LINE OF SAID LOT 16; THENCE RUN S00°23'43"W, ALONG SAID EAST LINE, 40.00 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 16; THENCE RUN N88°16'05"W, LEAVING SAID EAST LINE, AND ALONG THE SOUTH LINE OF SAID LOT 16, 125.04 FEET TO THE POINT OF BEGINNING, CONTAINING 2,692 SQ. FT MORE OR LESS, OR 0.06 ACRES MORE OR LESS, AND LYING IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 2nd day of May between Michael C. Tillman and Mary H. Tillman, husband and wife, the Grantors, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantors, in consideration of the sum of ONE DOLLAR \$ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project: Miscellaneous Drainage Storm Water Fee (City of Mobile Annual Storm Drain Maintenance), Project Number: 2024-3005-07, said easement as shown and as being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED

AS SHOWN ON "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

18th IN WITNESS WHEREOF, the undersigned has set my hand and seal, this the
day of April 2025.

Owner: Mary H. Tillman



STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mary H. Tillman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18th day of April 2025.


Notary Public, State of Alabama

My Commission Expires: 3-13-29

-----SECOND SIGNATURE PAGE FOLLOWS-----

IN WITNESS WHEREOF, the undersigned has set my hand and seal, this the

2 day of May 2025

Owner: Michael C. Tillman



STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael C. Tillman, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2 day of May, 2025.


Notary Public, State of Alabama

My Commission Expires: 7-7-27



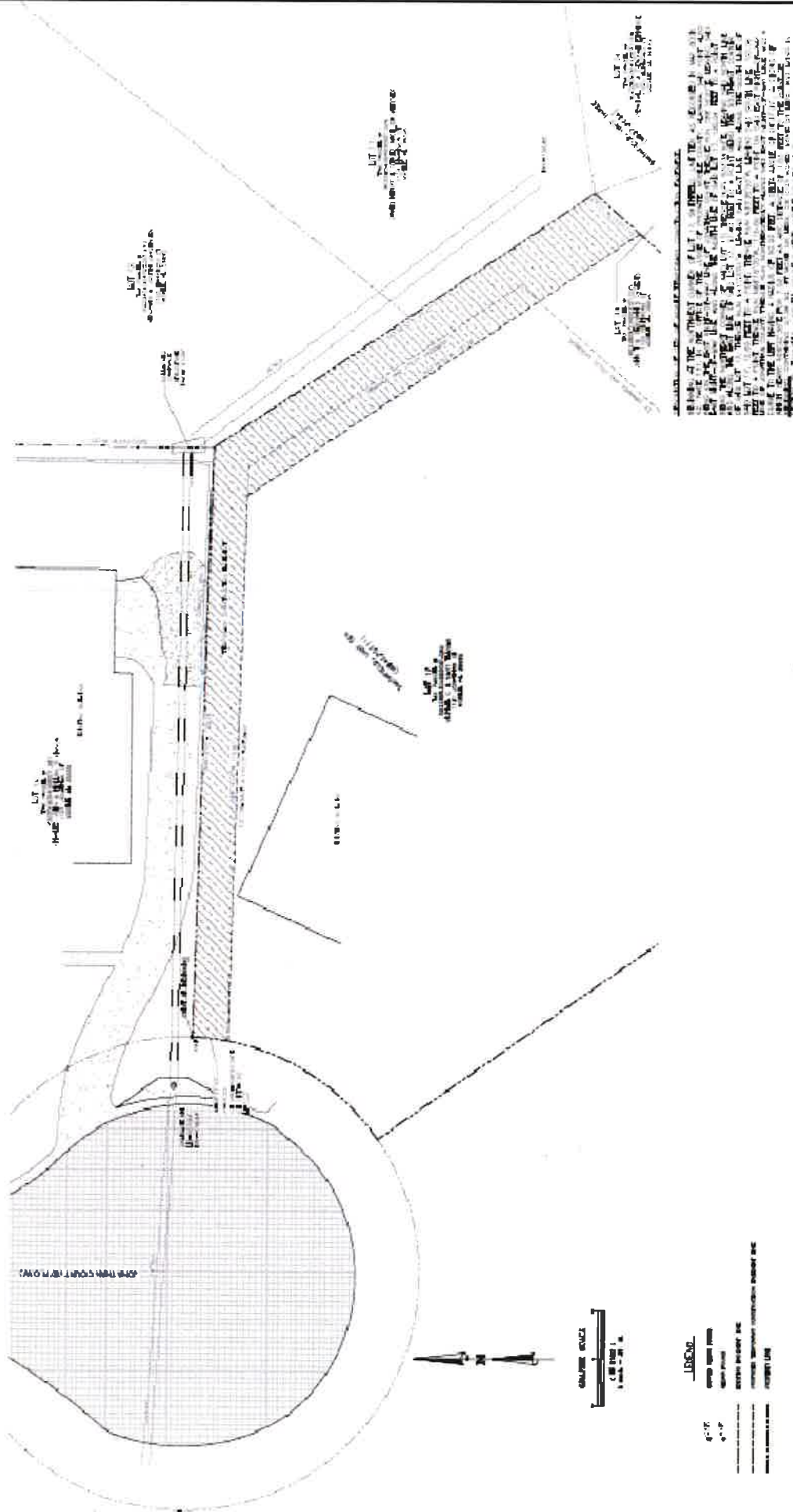
This instrument prepared by:

City of Mobile
Real Estate Department
P. O. Box 1827
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantee

City of Mobile
Real Estate Department
P. O. Box 1827
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

EXHIBIT "A"



 ENGINEERING • SURVEYING • CONSTRUCTION MANAGEMENT 1001 W. 11th Street, Suite 100, Fort Lauderdale, FL 33304 Phone: (954) 561-1111	PROPOSED TEMPORARY CONSTRUCTION EASEMENT LOT 17, SMITHFIELD, UNIT TEN CITY OF MOBILE		SCALE: 1" = 10' DATE: APRIL 17, 2008 DRAWN BY: [blank] CHECKED BY: [blank] APPROVED BY: [blank]
	PROJECT NAME: [blank] PROJECT NUMBER: [blank]		DATE: [blank] SCALE: [blank]

EXHIBIT "B"

DESCRIPTION OF CITY OF MOBILE TEMPORARY CONSTRUCTION EASEMENT:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17, SMITHFIELD, UNIT TEN, AS RECORDED IN MAP BOOK 42, PAGE 111, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF JONATHAN COURT; THENCE RUN S88°16'05"E, LEAVING SAID EAST RIGHT-OF-WAY LINE, AND ALONG THE NORTH LINE OF SAID LOT 17, 125.04 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID LOT 17; THENCE RUN S33°38'53"E, LEAVING SAID NORTH LINE, AND ALONG THE EAST LINE OF SAID LOT 17, 97.40 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 17; THENCE RUN S41°33'51"W, LEAVING SAID EAST LINE, AND ALONG THE SOUTH LINE OF SAID LOT 17, 12.93 FEET TO A POINT; THENCE RUN N33°38'53"W, LEAVING SAID SOUTH LINE, 100.38 FEET TO A POINT; THENCE RUN N88°16'05"W, 115.60 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF JONATHAN COURT; THENCE RUN NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, AND A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 08°37'37", A CHORD OF WHICH BEARS N06°02'38"E FOR 7.52 FEET AN ARC DISTANCE OF 7.53 FEET TO THE POINT OF BEGINNING. CONTAINING 2,138 SQ. FT MORE OR LESS, OR 0.05 ACRES MORE OR LESS, AND LYING IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 22nd day of April between Benjamin Jorgensen and Judith Jorgensen, husband and wife, the Grantors, and the City of Mobile, a Municipal corporation, organized and existing under the laws of the State of Alabama, Grantee.

WITNESSETH:

That the Grantors, in consideration of the sum of ONE DOLLAR \$ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project: Miscellaneous Drainage Storm Water Fee (City of Mobile Annual Storm Drain Maintenance), Project Number: 2024-3005-07, said easement as shown and as being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED

AS SHOWN ON "EXHIBIT B"

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

22nd IN WITNESS WHEREOF, the undersigned has set my hand and seal, this the day of April, 2025.

Owners:

Benjamin B Jorgensen
Judith Jorgensen

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Benjamin Jorgensen and Judith Jorgensen, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of April 2025.



[Signature]
Notary Public, State of Alabama

My Commission Expires: 02/27/2028

This instrument prepared by:

City of Mobile
Real Estate Department
P. O. Box 1827
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Grantee

City of Mobile
Real Estate Department
P. O. Box 1827
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633

Exhibit 100 - F. A. Thompson, The Rebel

Number:	Revision:	DATE:	 Sawgrass CONSTRUCTION MANAGEMENT 10000 E. 15th Avenue, Suite 100, Fort Lauderdale, FL 33315 Phone: (954) 571-1111	LET THE NEW YORK STATE OFFICE OF GENERAL SERVICES (OGS) KNOW THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT FOR THE PROVISION OF CONSTRUCTION MANAGEMENT SERVICES.	PROPOSED TEMPORARY CONSTRUCTION EASEMENT LOT 12, SMITHFIELD, UNIT TEN CITY OF MOBILE	SCALE: 1" = 40' DATE: APRIL 17, 2008 DESIGNED BY: JMS DRAWN BY: JMS

EXHIBIT "B"

DESCRIPTION OF CITY OF MOBILE TEMPORARY CONSTRUCTION EASEMENT:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 16, SMITHFIELD, UNIT TEN, AS RECORDED IN MAP BOOK 42, PAGE 111, IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF JONATHAN COURT; THENCE RUN S88°16'05"E, LEAVING SAID EAST RIGHT-OF-WAY LINE, AND ALONG THE SOUTH LINE OF SAID LOT 16, 125.04 FEET TO A POINT ON THE WEST LINE OF LOT 12, SAID SMITHFIELD, UNIT TEN, AND THE POINT OF BEGINNING; THENCE RUN N00°23'43"E, LEAVING SAID SOUTH LINE OF LOT 16, AND ALONG SAID WEST LINE OF LOT 12, 40.00 FEET TO A POINT; THENCE RUN S89°36'17"E, LEAVING SAID WEST LINE, 12.50 FEET TO A POINT; THENCE RUN S00°23'43"W, 35.49 FEET TO A POINT; THENCE RUN S39°50'21"E, 41.33 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12; THENCE RUN S38°18'47"W, ALONG SAID SOUTH LINE, 18.24 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID LOT 12; THENCE RUN N33°38'53"W, LEAVING SAID SOUTH LINE, AND ALONG SAID WEST LINE OF LOT 12, 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,163 SQ. FT MORE OR LESS, OR 0.03 ACRES MORE OR LESS, AND LYING IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA.

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
for Property located at the East Terminus of
Leighton Place Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 13, 2025, a public hearing will be held on the 17th day of June, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at the East Terminus of Leighton Place Drive

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 further modifications other than the ones sought by the applicant, and may take other actions allowed by the law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development was approved on January 5, 2023, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, on property located at the East terminus of Leighton Place Drive and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID QUARTER, RUN SOUTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST 1023.30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE OF SAID QUARTER, RUN A DISTANCE OF 507.14 FEET TO THE NORTHEAST CORNER OF THE COMMON AREA, AS SHOWN IN THE PLAT OF LEIGHTON VILLAGE, AS RECORDED IN INSTRUMENT NUMBER 2023018780, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COMMON AREA, RUN NORTH 89 DEGREES, 12 MINUTES, 08 SECONDS WEST 170.24 FEET TO A POINT; THENCE CONTINUE, ALONG SAID NORTH LINE, RUN SOUTH 57 DEGREES 21 MINUTES 05 SECONDS WEST, 223.84 FEET TO THE SOUTHEAST CORNER OF LOT 23, SAID LEIGHTON VILLAGE; THENCE RUN NORTH 32 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 23, 139.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 09 DEGREES 59 MINUTES 31 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 4.36 FEET (CHORD BEARS NORTH 52 DEGREES 39 MINUTES 42 SECONDS EAST, 4.35 FEET) TO A POINT; THENCE ALONG THE EAST LINE OF SAID LEIGHTON VILLAGE, RUN NORTH 32 DEGREES 40

MINUTES 47 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LEIGHTON PLACE DRIVE, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 9, SAID LEIGHTON VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, RUN NORTH 57 DEGREES 32 MINUTES 26 SECONDS EAST, 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9, RUN NORTH 32 DEGREES 40 MINUTES 03 SECONDS WEST, 139.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE RUN NORTH 57 DEGREES 22 MINUTES 23 SECONDS EAST, 619.78 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on October 21, 2024, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on December 19, 2024, and recommended approval of the major modification of the PUD subject to the following conditions:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and

- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
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8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below 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 Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 17th 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 21st 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 the East terminus of Leighton Place Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 5, 2023. The owner of said property has applied for a major modification of the PUD to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District. If approved, the major modification will allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, subject to the following proposed conditions: 1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter); 2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way; 3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information; 4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres; 5. Retention of the setback data and site coverage data in the Site Data table; 6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way; 7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile; 8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder; 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision; 10. Compliance with all Engineering comments noted in the staff report; 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report; 12. Compliance with all Urban Forestry comments noted in the staff report; and, 13. Compliance with all Fire Department comments noted in the staff report.

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

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

Sponsored by: Councilmember Ben Reynolds

WHEREAS, a Planned Unit Development was approved on January 5, 2023, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, on property located at the East terminus of Leighton Place Drive and described as follows:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID QUARTER, RUN SOUTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST 1023.30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE OF SAID QUARTER, RUN A DISTANCE OF 507.14 FEET TO THE NORTHEAST CORNER OF THE COMMON AREA, AS SHOWN IN THE PLAT OF LEIGHTON VILLAGE, AS RECORDED IN INSTRUMENT NUMBER 2023018780, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COMMON AREA, RUN NORTH 89 DEGREES, 12 MINUTES, 08 SECONDS WEST 170.24 FEET TO A POINT; THENCE CONTINUE, ALONG SAID NORTH LINE, RUN SOUTH 57 DEGREES 21 MINUTES 05 SECONDS WEST, 223.84 FEET TO THE SOUTHEAST CORNER OF LOT 23, SAID LEIGHTON VILLAGE; THENCE RUN NORTH 32 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 23, 139.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 09 DEGREES 59 MINUTES 31 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 4.36 FEET (CHORD BEARS NORTH 52 DEGREES 39 MINUTES 42 SECONDS EAST, 4.35 FEET) TO A POINT; THENCE ALONG THE EAST LINE OF SAID LEIGHTON VILLAGE, RUN NORTH 32 DEGREES 40 MINUTES 47 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LEIGHTON PLACE DRIVE, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 9, SAID LEIGHTON VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, RUN NORTH 57 DEGREES 32 MINUTES 26 SECONDS EAST, 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9, RUN NORTH 32 DEGREES 40 MINUTES 03 SECONDS WEST, 139.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE RUN NORTH 57 DEGREES 22 MINUTES 23 SECONDS EAST, 619.78 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a major modification of the Planned Unit Development (PUD) on October 21, 2024, to allow reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested major modification on December 19, 2024, and recommended approval of the major modification of the PUD subject to the following conditions:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of this Chapter;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

- 1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
- 2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
- 3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
- 4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
- 5. Retention of the setback data and site coverage data in the Site Data table;
- 6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
- 7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
- 8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
- 9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
- 10. Compliance with all Engineering comments noted in the staff report;
- 11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
- 12. Compliance with all Urban Forestry comments noted in the staff report; and,
- 13. Compliance with all Fire Department comments noted in the staff report.

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

Adopted:

Lisa Lambert, City Clerk

**195, LLC
East terminus of Leighton Place Drive
Council District 4
Ben Reynolds**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 8, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of 195, LLC for a Major Modification of a previously approved Planned Unit Development (PUD) allowing reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District, for the property located at the East terminus of Leighton Place Drive.

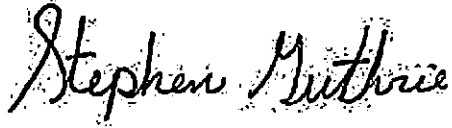
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;

11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Guthrie". The ink is dark and the signature is fluid.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

REVISED

January 24, 2025

195, LLC
549 Congress Street
Mobile, Alabama 36603

Re: East terminus of Leighton Place Drive
MOD-003120-2024
Leighton Village Subdivision, Phase III
195, LLC
District 4

Major Modification of a previously approved Planned Unit Development allowing reduced front yard and side yard setbacks, and increased site coverage in an R-1, Single-Family Residential Suburban District.

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

At its meeting on December 19, 2024, 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 cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;
7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in the staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in the staff report;
12. Compliance with all Urban Forestry comments noted in the staff report; and,
13. Compliance with all Fire Department comments noted in the staff report.

The advertising fee for this application based on the current legal description is **\$691.98**. 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

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:	195, LLC	
Firm:	195, LLC	
Phone:	251-298-8129	
Email:	contact@acre.dev	
Address:	PO Box 7845, Mobile, AL 36670	

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:	Two owners	Anchor Engineering
Firm:		
Phone:		(251) 459-8470
Email:		dsmith@anchoreng.com
Address:		918 Government Street, Mobile AL 36602

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

Property Address

04003597

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

PUD

Same, PUD

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



10/21/24

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.



10/21/24

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](#).
Comp plan calls for suburban neighborhood, which is exactly what this is.

Suburban neighborhood

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
Extension of the existing phases of the neighborhood (same builder as well)

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

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

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

6. Please provide the following information:

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

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

☐ Lighting:

☐ Hours of operation:

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

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

N/A

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.

More housing in a desirable area

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



Plan Submission Contact Information

Name of Project Leighton Village subdivision
Address Parcel Key: 04003597

Owner AUDUBON PROPERTIES LLC
Address PO BOX 850669 Zip Code 36685
Phone _____ Fax _____ Email twilleybuilders@bellsouth.net

Authorized Agent 195, LLC
Address PO Box 7845 Zip Code 36670
Phone 251-298-8129 Fax _____ Email contact@acre.dev

Contractor TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Anchor Engineering
Address 918 Government Street Zip Code 36602
Phone (251) 459-8470 Fax _____ Email dsmith@anchordbg.com

Architect TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by: 
Signature 10/21/24 Date
Print 195 LLC
Agent Affiliation to project/Organization



Owner's Letter of Authorization

I, Kurt Bessonon, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4066 Leighton Place Dr.

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

195, LLC
Designee (1)

patjessalex@comcast.net
Email

251-605-6738
Phone Number

Kurt Bessonon
Signature of Property Owner

Designee (2)

Email

Phone Number

Nov 19 2024

Date

lot 1 4074



City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 4074 Leighton Place Dr.

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

195, LLC
Designee (1)

twilleybuilders@bellsouth.net
Email

251-422-8900
Phone Number

[Signature]
Signature of Property Owner

Designee (2)

Email

Phone Number

10-4-24
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

Revised February 2022



Owner's Letter of Authorization

10-11-34
Date

Page 1252 of 1284

#1



City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Audubon Properties LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4074 Leighton Place Drive.

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

195, LLC
Designee (1)
twilley.builders@bellsouth.net
Email
251-422-8900
Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number
10-4-24
Date

#2



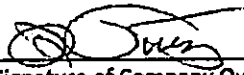
City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Twilley Builders Inc., a corporation for the property located within the city limits of Mobile, Alabama at 4070 Leighton Place Drive.

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

195, LLC
Designee (1)
twilleybuilders@bellsouth.net
Email
251-422-8900
Phone Number


Signature of Company Owner

Designee (2)

Email

Phone Number

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

Revised February 2022

#23



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, Rick Twilley, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Audubon Properties LLC, a corporation for the property located within the city limits of Mobile, Alabama at 4031 Leighton Place Drive.

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

195, LLC
Designee (1)
twilleybuilders@bellsouth.net
Email
251-422-8900
Phone Number

Designee (2)

Email

Phone Number

[Signature]
Signature of Company Owner

10-4-24
Date

-

A map showing the location of the site. The site is marked with a shaded rectangle and an arrow labeled "SITE LOCATION". The site is located near the intersection of Interstate Highway 10 and Lloyd Station Road. Other roads shown include Hall's Mill Road, Sugarwood Court, and Old Gray Road.

ACCEPTANCE OF OWNER:

OK TWILLEY, PRESIDENT OF TWILLEY BUILDERS, INC., AS OWNER OF THE LAND EMBRACED AND SHOWN IN AND BY THIS MAP OR PLAT OF SURVEY AND SUBDIVISION HEREBY ACCEPT THIS MAP AND PLAT OF SURVEY AND CERTIFY THAT THE SAME IS TRUE AND CORRECT.

3-28-23
JOE TWILLEY, PRESIDENT OF TWILLEY BUILDER, INC., OWNER DATE

TESTIFICATION OF NOTARY PUBLIC:

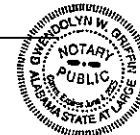
STATE OF ALABAMA
COUNTY OF MOBILE

THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT KIM TWILLEY, PRESIDENT OF TWILLEY BUILDERS, WHOSE NAME AS OWNERS, ARE SIGNED TO THE FOREGOING CERTIFICATE AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, HAT BEING INFORMED OF CONTENTS OF SAID CERTIFICATE, HE AND SHE AS OWNERS, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

WITNESSED, UNDER MY HAND AND SEAL THIS 28th DAY OF MARCH 2023

NOTARY PUBLIC

COMMISSION EXPIRES: 6-4-2025



PROPERTY DESCRIPTION (PER THIS SURVEY)

COUNTY OF MOBILE
STATE OF ALABAMA

SECTION 13, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN
01°00'E 1,023.30' EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO A POINT; THENCE N
SOUTH 57°21'09" WEST 819.76' FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN
DESCRIBED; THENCE RUN SOUTH 32°39'00" EAST 133.97' FEET TO A POINT ON THE NORTHERLY
RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN SOUTHWEST ALONG THE NORTHERLY
RIGHT-OF-WAY LINE SOUTH 57°21'00" WEST 121.00' FEET TO A POINT; THENCE RUN NORTH
SOUTH 32°39'00"
S 50.00' FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE;
INCISE WITH A NON-TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN
C LENGTH OF 4.35 FEET, A CHORD BEARING OF SOUTH 52°22'07" WEST, AND A CHORD LENGTH OF
FEET; THENCE RUN NORTH 52°22'07" WEST 121.00' FEET TO A POINT; THENCE RUN NORTH
NORTH 57°21'22" EAST 223.84' FEET TO A POINT; THENCE RUN NORTH 69°16'58" EAST 17.00 FEET
TO A POINT; THENCE RUN SOUTH 00°45'34" WEST 143.72 FEET TO A POINT; THENCE RUN SOUTH
21°22' WEST 77.72 FEET TO A POINT; THENCE RUN NORTH 32°35'38" WEST 81.06 FEET TO A P
POINT; THENCE RUN NORTH 28°38'19" WEST 133.18 FEET TO A POINT; THENCE RUN SOUTH 57°21'22"
WEST 121.00' FEET TO A POINT; THENCE RUN SOUTH 32°39'00" WEST 133.97' FEET TO THE POINT OF
BEGINNING OF THE RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN SOUTHWEST ALONG
THE NORTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE SOUTH 57°21'00" WEST 121.00'
FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN ALONG D
NORTHERLY RIGHT-OF-WAY LINE SOUTH 57°21'00" WEST 25.00' FEET TO A POINT; THENCE RUN
NORTH 32°42'27" WEST 140.00 FEET TO A POINT; THENCE RUN NORTH 57°21'09" EAST 803.00 FEET
TO THE POINT OF BEGINNING OF SECTION 13, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COU

REVIEWER'S CERTIFICATION:

STATE OF ALABAMA, COUNTY OF MOBILE
JUSTIN PALMER, A LICENSED PROFESSIONAL SURVEYOR IN MOBILE COUNTY, ALABAMA, HEREBY
CERTIFY THAT ALL PARTS OF THIS PLAT AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE
WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE
STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

STEVE PALMER, PLS DATE 03/27/2023
 LICENSE NO: 34934
 CERTIFICATE OF AUTHORIZATION - 1073 - LS
 THE WOODLANDS GROUP LLC
 1881 US HWY. 98, FAIRHOPE, AL 36532
 PHONE: 251-829-4774



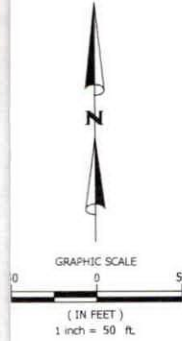
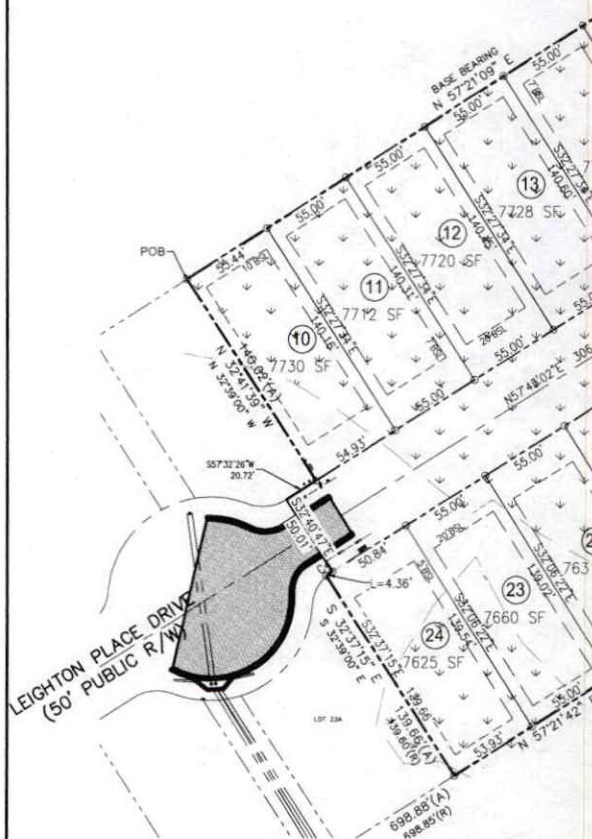
THE WOODLANDS GROUP
Surveying Solutions

CLIENT: THURLEY BUILDERS, INC.	DRAWN BY: CK	CHECKED BY: P	SCALE: 1"=50'
FIELD WORK	DATE: 10/08/2019	DRAWING NO.: 14003-69	SHEET 1 OF 1

LEIGHTON VILLAGE
LIECHTON PLACE DRIVE, MOBILE,
MOBILE COUNTY, ALABAMA
SECTION-13, TOWNSHIP-5-SOUTH, RANGE-2-WEST

	REFERENCE MATERIAL	DATE
1.	RECORD PLAT OF LEIGHTON PLACE DIVE - BODIK 6037 PAGE 737	07/05/2006
2.		
3.		
4.		

R023306132000001.003
COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459



RECORD'S NOTES:
OF SURVEY: **ALTA/MPS LAND TITLE SURVEY**
ING BASED ON RTK GPS DATUM. SETBACKS BASED
2ND PLAT.
ERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS
FROM FEDERAL INSURANCE ADMINISTRATION FLOOD
BOUNDARY MAP **010870** PANEL NO. 0657 SUFFIX **L**
LINE 8, 2020.
E IS NO VISIBLE POSTED ADDRESS OF THE SUBJECT
TY.
SUBJECT PROPERTY SURVEYED CONTAINS AN AREA
VORES (352,913.89 SQUARE FEET), MORE OR LESS.
S WERE NO STRIPPED PARKING SPACES LOCATED ON
JECT PROPERTY AT THE TIME OF SURVEY.
HE TIME OF SURVEY, THERE WAS NO OBSERVABLE
E OF PARTY OR COMMON WALLS ON THE SUBJECT
TY.
LOCATION OF THE UTILITIES SHOWN HEREON ARE
BSERVED VISIBLE EVIDENCE OF ABOVE GROUND
DIMANCES ONLY.
HE TIME OF SURVEY, THERE WAS NO OBSERVABLE
E OF EARTH MOVING WORK, BUILDING CONSTRUCTION
LONG ADDITIONS.
THE TIME OF SURVEY, THERE WERE NO CHANGES IN
RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF
OR SIDEWALK REPAIRS.
JECT PROPERTY HAS DIRECT NO ACCESS TO
N PLACE DRIVE, WHICH IS A DEDICATED, PUBLIC
F-WAY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
E OF THE SITE BEING USED AS A CEMETERY.
77E FEATURES SHOWN ON THIS PLAT MAY BE SHOWN
SCALE FOR CLARITY. ALL DIMENSIONS SHOWN ARE
AND DECIMALS THEREOF.
OFFSITE EASEMENTS BENEFITTING THE PROPERTY, IF
E SHOWN HEREON BASED ON DOCUMENTS PROVIDED
FIRM. NO IMPROVEMENTS HAVE BEEN LOCATED
OFFSITE EASEMENTS.
COMPONENT PARCELS OF THE LAND SHOWN ON THE
ARE CONTIGUOUS AND THERE ARE NO APPARENT
GORES BETWEEN THEM.

RECORD'S CERTIFICATION
IS TO CERTIFY THAT THIS MAP OR PLAT AND THE
EY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE
THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS
ALTA/MPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED
ADOPTED BY ALTA AND MPS, AND INCLUDES ITEMS 1, 2,
8A, 6B, 7A, 7B, 7C, 8, 9, 13, 14, 16, 17, 18 AND 20
ABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON
EMBER 21st, 2024.

BETT ORRELL, P.L.S. ALA. LICENSE NO. 31838-S



Leighton Village - Phase III

A Residential Subdivision

Mobile, Alabama

PUD MOD SITE PLAN

PROJECT NO: 24-0082
DATE: 11/05/2024
DRAWN: HBJ
CHECKED: BDS
TITLE: PUD MOD SITE PLAN

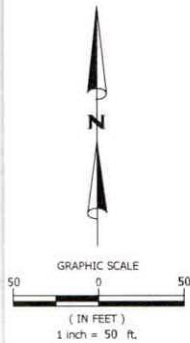
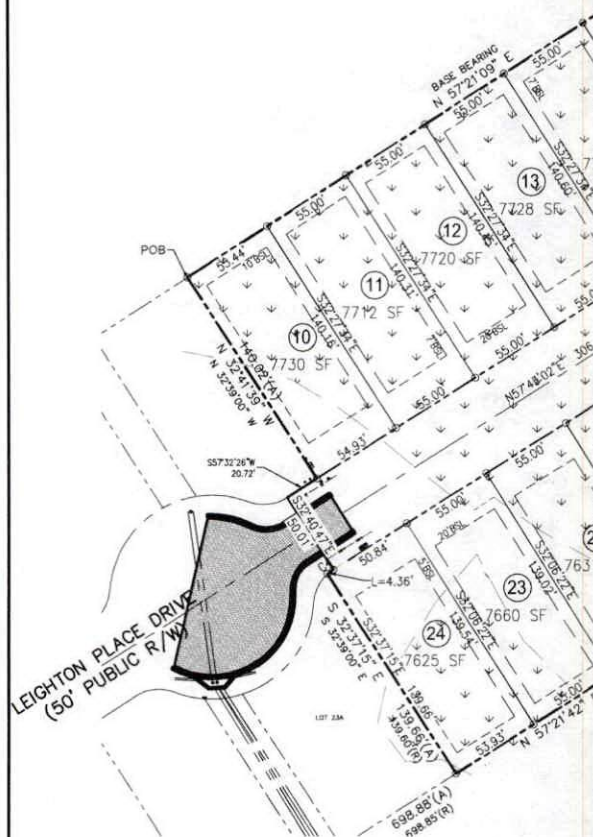
REVISION:

SHEET:

1 of 1

While the final plat for the front two phases shows lots in the rear phase, for some reason the existing PUD did not account for these lots being developed and houses ultimately built. This PUD modification allows for that final phase to be constructed.

R023306132000001.003
COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459



VEYOR'S NOTES:
DATE OF SURVEY: **ALTA/NSPS LAND TITLE SURVEY**
RING BASED ON RTK GPS DATUM. SETBACKS BASED
CORD PLAT.
PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS
FROM FEDERAL INSURANCE ADMINISTRATION FLOOD
BOUNDARY MAP **010670** PANEL NO. 0657 SUFFIX **L**
JUNE 8, 2022.
THERE IS NO VISIBLE POSTED ADDRESS OF THE SUBJECT
PROPERTY.
SUBJECT PROPERTY SURVEYED CONTAINS AN AREA
ACRES (352,913.89 SQUARE FEET), MORE OR LESS.
THERE WERE NO STRIPED PARKING SPACES LOCATED ON
SUBJECT PROPERTY AT THE TIME OF SURVEY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF PARTY OR COMMON WALLS ON THE SUBJECT
PROPERTY.
LOCATION OF THE UTILITIES SHOWN HEREON ARE
OBSERVED VISIBLE EVIDENCE OF ABOVE GROUND
UTILITIES ONLY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION
OR ADDITIONS.
THE TIME OF SURVEY, THERE WERE NO CHANGES IN
RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF
OR SODIALLY REPAIRS.
SUBJECT PROPERTY HAS DIRECT NO ACCESS TO
ON PLACE DRIVE, WHICH IS A DEDICATED, PUBLIC
OF-WAY.
THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF THE SITE BEING USED AS A CEMETERY.
THE FEATURES SHOWN ON THIS PLAT MAY BE SHOWN
ON SCALE FOR CLARITY. ALL DIMENSIONS SHOWN ARE
IN FEET AND DECIMALS THEREOF.
OFFSITE EASEMENTS BENEFITING THE PROPERTY, IF
ANY, ARE SHOWN HEREON BASED ON DOCUMENTS PROVIDED
TO THE SURVEYOR. NO IMPROVEMENTS HAVE BEEN LOCATED
ON OFFSITE EASEMENTS.
COMPONENT PARCELS OF THE LAND SHOWN ON THE
PLAT ARE CONTIGUOUS AND THERE ARE NO APPARENT
GAPS OR GORES BETWEEN THEM.

VEYOR'S CERTIFICATION
I, THE SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE
FIELDWORK ON WHICH IT IS BASED WERE MADE IN ACCORDANCE
WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS
FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED
AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2,
3, 4, 5, 6A, 6B, 7A, 7B, 7C, 8, 9, 13, 14, 15, 17, 18 AND 20
OF THE ALTA/NSPS STANDARD DETAIL REQUIREMENTS. THE FIELDWORK WAS COMPLETED ON
OCTOBER 21st, 2024.

RETT ORRELL, P.L.S. ALA. LICENSE NO: 31836-S



Vicinity Map
N.T.S.



Leighton Village - Phase III

A Residential Subdivision
Mobile, Alabama

PUD MOD SITE PLAN

PROJECT NO: 24-0062
DATE: 11/05/2024
DRAWN: HBJ
CHECKED: BDS
TITLE: PUD MOD SITE PLAN

REVISION:

SHEET:

1 of 1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MOBILE, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE ALONG THE EAST LINE OF SAID QUARTER, RUN SOUTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST 1023.30 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00 DEGREES, 45 MINUTES, 07 SECONDS WEST ALONG SAID EAST LINE OF SAID QUARTER, RUN A DISTANCE OF 507.14 FEET TO THE NORTHEAST CORNER OF THE COMMON AREA, AS SHOWN IN THE PLAT OF LEIGHTON VILLAGE, AS RECORDED IN INSTRUMENT NUMBER 2023018780, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COMMON AREA, RUN NORTH 89 DEGREES, 12 MINUTES, 08 SECONDS WEST 170.24 FEET TO A POINT; THENCE CONTINUE, ALONG SAID NORTH LINE, RUN SOUTH 57 DEGREES 21 MINUTES 05 SECONDS WEST, 223.84 FEET TO THE SOUTHEAST CORNER OF LOT 23, SAID LEIGHTON VILLAGE; THENCE RUN NORTH 32 DEGREES 37 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 23, 139.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 09 DEGREES 59 MINUTES 31 SECONDS; THENCE RUN NORTHEASTWARDLY, ALONG SAID CURVE AND SOUTH RIGHT-OF-WAY LINE, AN ARC LENGTH OF 4.36 FEET (CHORD BEARS NORTH 52 DEGREES 39 MINUTES 42 SECONDS EAST, 4.35 FEET) TO A POINT; THENCE ALONG THE EAST LINE OF SAID LEIGHTON VILLAGE, RUN NORTH 32 DEGREES 40 MINUTES 47 SECONDS WEST, 50.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID LEIGHTON PLACE DRIVE, SAID POINT ALSO BEING THE SOUTH LINE OF LOT 9, SAID LEIGHTON VILLAGE; THENCE ALONG THE SOUTH LINE OF SAID LOT 9, RUN NORTH 57 DEGREES 32 MINUTES 26 SECONDS EAST, 20.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE ALONG THE EAST LINE OF SAID LOT 9, RUN NORTH 32 DEGREES 40 MINUTES 03 SECONDS WEST, 139.86 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE RUN NORTH 57 DEGREES 22 MINUTES 23 SECONDS EAST, 619.78 FEET TO THE POINT OF BEGINNING.

3600
200
3800

ARTICLES OF ORGANIZATION
OF
AUDUBON PROPERTIES, LLC

Pursuant to the provisions of The Alabama Limited Liability Company Act, the undersigned hereby adopts the following Limited Liability Company Articles of Organization:

ARTICLE I

The name of the limited liability company is AUDUBON PROPERTIES, LLC.

ARTICLE II

The limited liability company shall have perpetual duration.

ARTICLE III

The purpose of the limited liability company is to engage in rental, buying, selling, development of property in the State of Alabama and to own, operate, and otherwise deal in other businesses, and the company shall have all of the powers listed in Section 10-12-4, Code 1975, from time to time as amended.

ARTICLE IV

The location and mailing address of the initial registered office and agent is Rick Twilley, 6353 Piccadilly Square Dr., Mobile, AL 36609.

ARTICLE V

The initial member of the limited liability company and his mailing address is as follows:

Rick Twilley
P.O. Box 850669
Mobile, AL 36693

ARTICLE VI

Restrictions on the transfer of membership interests and the admission of additional members are provided in the Operating Agreement.

ARTICLE VIII

The limited liability company shall be managed by the member who is the only member:

Rick Twilley
P.O. Box 850669
Mobile, AL 36693

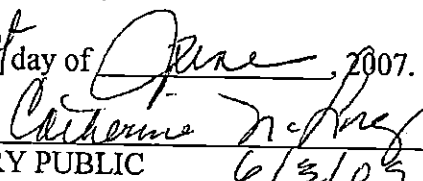
Dated this 1st day of June, 2007.


_____(SEAL)
RICK TWILLEY

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said State and County, do hereby certify that RICK TWILLEY whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 1st day of June, 2007.



NOTARY PUBLIC 6/3/07

This Instrument Prepared By:
CLIFFORD C. (KIP) SHARPE
Attorney at Law
Post Office Box 8116
Mobile, Alabama 36689
(251) 343-6700
(lcaud)

State of Alabama-Mobile County
I certify this instrument was filed on:
June 1, 2007 @ 2:55:35 PM
RECORDING FEE \$35.00
S.R. FEE \$2.00
RECORDING FEES \$1.00
TOTAL AMOUNT \$38.00
2007041931
Don Davis, Judge of Probate

00896

ARTICLES OF INCORPORATION
OF
TWILLEY BUILDERS, INC.

RECORD FEE 36.00
STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT
WAS FILED ON
APR 30 4 04 PM '86
JULY 1986
NOTARY PUBLIC
STATE OF ALABAMA
JULY 1986
NOTARY PUBLIC
STATE OF ALABAMA

291269

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, acting as incorporators of a corporation under the Code of Alabama, adopt the following Articles of Incorporation for such corporation.

I

The name of this corporation is TWILLEY BUILDERS, INC.

II

The period of its duration is perpetual.

III

The purpose of purposes for which the corporation is organized are as follows:

To engage in the construction of residences, apartment buildings, office buildings, commercial buildings, industrial buildings, or other buildings, or any part or parts thereof, and to engage in the purchase, sale, leasing and development of real property, and to engage in any and all business activities not required to be specifically enumerated herein and not prohibited under the Laws of the State of Alabama and,

pursuant thereto, the corporation shall have all powers expressly conferred upon corporations or enumerated in Section 10-2A-20, et seq. of the Alabama Business Corporation Act, as last amended, together with all powers bestowed upon such corporations under any of the Laws of the State of Alabama, as well as those necessarily implied, and together with the following additional powers:

(a) To borrow money from any source without limitation as to amount of corporate indebtedness or liability, with authority to give any kind or form of obligation or security therefor in carrying out the interests and purposes of these Articles of Incorporation.

(b) To establish agencies and grant franchises to others, including the sale, rental or leasing to others of any product, mechanical device, privilege or trade name of this corporation.

(c) To own, operate, lease, rent and maintain motor vehicles or any other mode of transportation for the purpose of transporting, grading, moving and otherwise re-locating fill materials, goods, wares and merchandise.

(d) To have one or more offices, to carry on all or any of its operations and business and without restriction or limit as to amount to purchase or otherwise acquire, hold, own, mortgage, sell, convey or otherwise dispose of, real and personal property

of every class and description in any of the states, territories, districts or colonies of the United States, and in any and all foreign countries, subject to the laws of such state, territory, district, colony or country.

(e) To exercise and enjoy all rights, powers, privileges and immunities incident to like corporations organized for profit under the Laws of the State of Alabama. The foregoing clauses shall be construed as independent objects, purposes and powers in furtherance of and not in limitation of the general powers conferred by the Laws of the State of Alabama to like corporations, and the enumeration of specific powers above shall not be construed to limit or restrict the general powers of the corporation.

P 29128 270

IV

The aggregate number of shares which the corporation shall have authority to issue shall be Twenty-five Thousand (25,000) Shares, with each share having a par value of One and No/100 (\$1.00) Dollar per share.

V

Shareholders of the corporation shall have no pre-emptive rights to acquire newly issued shares of stock of the corporation. The unissued shares of stock herein authorized or hereafter increased or created may be issued from time to time for such consideration as may be fixed from time to time by the Board of Directors of the corporation, which may consist of money or property (including stock or securities of this or any other corporation, real property or personal property) or services performed. The judgment of the Board of Directors as to the value of any property or of any services received or resolved to be received in exchange for any issuance shall, in the absence of fraud or bad faith, be conclusive upon all persons.

VI

A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation as a vendor, purchaser, employee, agent or otherwise; nor shall any transaction, contract or other act of the corporation be void or voidable, or in any other way affected or invalidated by reason of the fact that any director or officer, or any firm in which such director or officer is a member, or any corporation of which such director or officer is a stockholder, director or officer, is in any way interested in such transaction, contract or other action, provided the fact that such director or officer, firm or corporation is so interested shall be disclosed or shall be known to the Board of Directors or such members thereof as shall be present at any meeting of the Board of Directors at which action upon any such transaction, contract or other action shall be taken; nor shall any director or officer be

accountable or responsible to the corporation, or for any gains or profits realized by him by reason of the fact that he, or any firm of which he is a member, or any corporation of which he is a shareholder, director or officer, is interested in such transaction, contract or other action, and any such director may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize or take action in respect of any such contract, transaction or other action with like force and effect as if he, or any firm of which he is a member, or any corporation in which he is a shareholder, director or officer, were not interested in such transaction, contract or other action.

MR 2912 Pg 271

VII

The corporation shall indemnify any and all of its directors, officers, or former directors or officers or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties or a party, by reason of being or having been directors or officers or a director or officer of the corporation, or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer or persons shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any by-law, agreement, vote of stockholders, or otherwise.

VIII

Any resolution of the shareholders or directors of the corporation in regard to matters as to which they have power and authority to act, when reduced to writing and signed by all shareholders or directors shall be valid and binding on the corporation and shall have the same force and effect as if duly adopted at any regular or special meeting of the shareholders or directors.

IX

Stock of this corporation shall be offered pursuant to a plan under Section 1244 of the Internal Revenue Code of 1940, as amended.

X

The location of the initial registered office of said corporation shall be Route 4, Box 464B, Mobile, Alabama, 36609, and the initial registered agent at such address shall be Rick Twilley.

XI

The corporation shall be governed by a Board of Directors consisting of one or more members, as fixed in the by-laws of the corporation. The number of directors constituting the initial Board of Directors shall be two. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualified are:

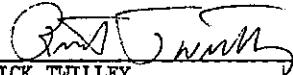
Name	Address
Rick Twilley	Route 4, Box 464B, Mobile, AL., 36609
Richard Twilley	Route 4, Box 459, Mobile, AL., 36609

XII

The names and addresses of the incorporators are:

Name	Address
Rick Twilley	Route 4, Box 464B, Mobile, AL., 36609
Richard Twilley	Route 4, Box 459, Mobile, AL., 36609

IN WITNESS WHEREOF, the said incorporators have hereunto set their hands and seals on this the 30 day of April, 1986.


 RICK TWILLEY (SEAL)

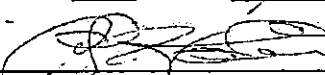

 RICHARD TWILLEY (SEAL)

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, Charles H. Erwin, a Notary Public in and for said State and County, do hereby certify that Rick Twilley and Richard Twilley, whose names are signed to the foregoing Articles of Incorporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this the 30 day of April, 1986.


 NOTARY PUBLIC, STATE OF AL., AT LARGE
 My Commission Expires 10-15-89

This Instrument Prepared By:
 Charles H. Erwin, Attorney at Law
 Suite B, 2252 Government Street
 Mobile, Alabama 36608

ME 2912PG 272

STATE OF ALABAMA

PROBATE COURT OF SAID COUNTY

COUNTY OF MOBILE

RP 2912P8 273

CERTIFICATE OF INCORPORATION OF

TWILLEY BUILDERS, INC.

KNOW YE, That Rick Twilley and Richard Twilley

and

your associates and successors are duly organized as a corporation under the name of

TWILLEY BUILDERS, INC.

for the purposes expressed in the

ARTICLES OF INCORPORATION filed in the Office of the Probate Judge of Mobile County,

Alabama on the 30th day of April 1986, having the

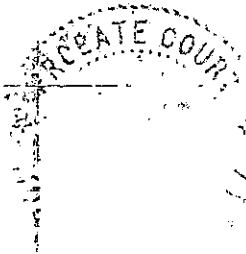
powers, capacity and authority conferred by law. The said Corporation

having been in all respects organized pursuant to Code of

Alabama, 1975, Sec. 10-2A-91 et seq.

WITNESS, my hand and seal of the Probate Court of Mobile County, Alabama, this 30th

day of April 1986



L.W. NOONAN
Judge of Probate
Mobile County, Alabama

AUDUBON PROPERTIES LLC

PO BOX 850669
MOBILE, AL 36685-0669

ADAMS HOMES LLC
100 W GARDEN ST FLOOR #2
Pensacola, FL 32502-5696

Twilley Builders LLC
2924 RIVERVIEW POINTE DR S
THEODORE , AL 36582

ADAMS HOMES LLC
100 W GARDEN ST FLOOR #2
Pensacola, FL 32502-5696

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Pensacola, FL 32502-5696

Twilley Builders LLC
2924 RIVERVIEW POINTE DR S
THEODORE , AL 36582

LEIGHTON VILLAGE HOMEOWNERS
ASSOCIATION INC
PO BOX 850669
MOBILE, AL 36685-0669

AUDUBON PROPERTIES LLC
PO BOX 850669
MOBILE, AL 36685-0669

Twilley Builders LLC
2924 RIVERVIEW POINTE DR S
THEODORE , AL 36582

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

AUDUBON PROPERTIES LLC
PO BOX 850669
MOBILE, AL 36685-0669

GREENE STEVE 1/2 INT, PAUL CAREY &
BARBARA GREENE THOMPSON 1/2
INT
3817 SAINT ANDREWS DR
MOBILE, AL 36693-5337

LEIGHTON VILLAGE HOMEOWNERS
ASSOCIATION INC
PO BOX 850669
MOBILE, AL 36685-0669

COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459

GREENE STEVE 1/2 INT, PAUL CAREY &
BARBARA GREENE THOMPSON 1/2 INT
3817 SAINT ANDREWS DR
MOBILE, AL 36693-5337

COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459

GREENE STEVE 1/2 INT, PAUL CAREY &
BARBARA GREENE THOMPSON 1/2 INT
3817 SAINT ANDREWS DR
MOBILE, AL 36693-5337

COLLIAS BESS L C/O ADVISER
INVESTMENTS
85 WELLS AVE STE 109
NEWTON CENTER, MA 02459

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

Kurt Bessonon
4066 LEIGHTON PLACE DR
MOBILE , AL 36693

MOBILE COUNTY
205 GOVERNMENT ST
10TH FL SOUTH TWR
MOBILE, AL 36644

Cory Bronenkamp
195, LLC
50 N Florida St
Mobile, AL 36607



Agenda Item # 11
SUB-003146-2024 & MOD-003120-2024

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

[**Applicant Materials for Consideration – Subdivision**](#)

[**Applicant Materials for Consideration – PUD Modification**](#)

DETAILS

Location:
East terminus of Leighton Place Drive

Subdivision Name:
Leighton Village Subdivision, Phase III

Applicant / Agent:
195, LLC

Property Owner:
Rick Twilley and Kurt Bessonen

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

Future Land Use:
Low Density Residential

- Applicable Codes, Policies, and Plans:**
- Unified Development Code (UDC)
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan
- Schedule for Development:**
- Depends upon wetlands
- Proposal:**
- Subdivision approval to create fifteen (15) legal lots of record
 - Modification of a previously approved Planned Unit Development
- Commission Considerations:**
- Subdivision approval with twelve (12) conditions.
 - Major Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Subdivision Considerations	4
PUD Modification Considerations	5
Exhibits	6

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER <u>11</u>	DATE <u>December 19, 2024</u>	 NTS
APPLICANT <u>Leighton Village Subdivision, Phase III</u>		
REQUEST <u>Subdivision, PUD Modification</u>		

SITE HISTORY

Since 2004, the subject site has had Subdivision and Planned Unit Development (PUD) applications before the Planning Commission, beginning with Oak Creek Subdivision, proposed for 69 lots, but denied at the April 1, 2004 meeting.

In July 2006, the Commission approved Leighton Place Subdivision, a standard 41-lot subdivision, but only 15 of the lots were recorded, as Leighton Place, Phase One.

In October 2013, the Commission approved Leighton Place Phase Two, a standard 15-lot subdivision which was never recorded.

In October 2016, the Commission approved Leighton Place Phase Two as a 29-lot private street gated subdivision, approved via an accompanying PUD. That subdivision was never recorded.

In September 2019, the Commission approved Leighton Village Subdivision, proposed for 30 lots, with an accompanying PUD to allow reduced front and side yard setbacks. The PUD was amended in October 2021 for 17 of the lots in the subdivision. That subdivision was never recorded.

In January 2023, the Commission approved Leighton Place Subdivision, Phase II as a 17-lot subdivision with an accompanying PUD to amend the previously approved PUD to allow reduced front and side yard setbacks and increased site coverage. That subdivision was recorded as Leighton Village Subdivision.

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

STAFF COMMENTS

Engineering Comments:

Subdivision

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide reference, on the map and the description, to a monumented corner.
- C. Provide and label the monument set or found at each subdivision corner.
- D. Add legible street names to the vicinity map.
- E. Provide a written description for the subdivision boundary.
- F. Revise the plat to label each lot with its size in acres and square feet, or the furnishing of a table on the Plat providing the same information.
- G. NOTE #5 – delete “...to be maintained by the City of Mobile.”. Acceptance for public maintenance will be decided by the City Council.
- H. Revise the cul-de-sac to the required 60-foot radius.
- I. Delete NOTES 3 and 6 – 9 as they deal with Mobile County requirements. This proposed subdivision is located within the City of Mobile.

- J. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
- K. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
- L. Show and label all flood zones. New maps went into effect on June 5, 2020.
- M. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 11.
- N. Provide a table of "PROPOSED WEIGHTED RUNOFF COEFFICIENT (Cw)" for each LOT. This number will be used to review the land disturbance permit for each structure.
- O. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- P. Add a note that 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.
- Q. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- R. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- T. Provide the as-built certification form, test reports, etc. and as-built plans for the proposed infrastructure prior to providing a copy of the FINAL PLAT to the Engineering Dept. for FINAL PLAT review.
- U. The street must be submitted for acceptance by the Mobile City Council prior to submitting the Final Plat for City Engineer signature.
- V. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

- A. Delete NOTES 3 and 6 – 9 as they deal with Mobile County requirements. This proposed subdivision is located within the City of Mobile.
- B. Revise the cul-de-sac radius to 60 feet.
- C. Add the following notes to the PUD MOD Site Plan sheet:
 - 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
 - 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
 - 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
 - 4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in 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:

Subdivision

The applicant is proposing a 15-lot, 3.35±-acre subdivision of the Future Development portion of the previously recorded Leighton Village Subdivision. The area was originally proposed as a 13-lot subdivision. The site is served by public water and sanitary sewer services.

The site is located at the East terminus of Leighton Place Drive, a public right-of-way with curb and gutter and a compliant 50-foot right of way. However, the preliminary plat indicates the street will terminate in a cul-de-sac with a 50-foot radius (100-foot diameter). As the Subdivision Regulations require a 60-foot radius (120-foot diameter) for a cul-de-sac, the plat should be revised to provide a cul-de-sac with a 60-foot radius. The street extension is not named, nor is the right-of-way width provided on the preliminary plat. If approved, the plat should be revised to label the proposed street extension with its name, right-of-way width, and label it as a public right-of-way.

All proposed lots meet the minimum size requirements of the Subdivision Regulations and are labeled with their sizes in square feet. If approved, the plat should be revised to label all lots with their sizes in both square feet and acres, or a table should be furnished on the Final Plat providing the same information. As the revision of the cul-de-sac to a 120-foot diameter will result in those lots around the cul-de-sac being slightly reduced in size, the plat should be revised to provide the revised sizes of those lots in both square feet and acres.

The lots are proposed to have a 20-foot minimum building setback line along the street frontage, as in previous phases of the Leighton Village development. Side yard setbacks are proposed as seven (7) feet (14 feet combined), and ten (10)-foot rear setbacks. As on the preliminary plat, the setback data should be retained on the Final Plat, if approved. The preliminary plat indicates a proposed 50% maximum lot coverage in the Site Data table. If approved the setback data and lot coverage data should be retained in the Site Data table on the Final Plat.

The preliminary plat indicates a Common Area within the Southern portion of the proposed subdivision. And the proposed subdivision is adjacent to a large Common Area/Detention Area recorded with the previous Leighton Village Subdivision. Therefore, Note #4 on the preliminary plat should be revised to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile and placed on the Final Plat.

No easements are indicated on the preliminary plat. If easements are provided on the Final Plat, a note should be placed on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the subdivision.

Planned Unit Development Modification

The purpose of the Planned Unit Development (PUD) Modification under consideration is to amend the previously approved PUD to include the newly created lots. The previously approved PUD contained 13 lots, and 15 are now proposed; therefore, the PUD must be amended.

The applicant states the following concerning the MOD application:

While the final plat for the front two phases shows lots in the rear phase, for some reason the existing PUD did not account for these lots being developed and houses ultimately built. This PUD modification allows for that final phase to be constructed.

The site plan submitted is almost identical to the preliminary plat and site plan approved with the January 5, 2023 PUD, and contains the same information as on the accompanying preliminary plat. Therefore, any required revisions would be the same as on the preliminary plat.

The site plan should be revised to provide a cul-de-sac with a 60-foot radius. The street extension is not named, nor is the right-of-way width provided on the site plan. If approved, the site plan should be revised to label the proposed street extension with its name, right-of-way width, and to label it as a public right-of-way.

The lots are labeled with their sizes in square feet only. If approved, the site plan should be revised to label all lots with their sizes in both square feet and acres, or a table should be furnished on the site plan providing the same information. As the revision of the cul-de-sac to a 120-foot diameter will result in those lots around the cul-

de-sac being slightly reduced in size, the site plan should be revised to provide the revised sizes of those lots in both square feet and acres.

The lots are proposed to have a 20-foot minimum building setback line along the street frontage, as in previous phases of the Leighton Village development. Side yard setbacks are proposed as seven (7) feet (14 feet combined), and ten (10)-foot rear setbacks. The setback data should be retained on the site plan, if approved. The site plan indicates a proposed 50% maximum lot coverage in the Site Data table. If approved the setback data and lot coverage data should be retained in the Site Data table on the site plan.

The site plan should be revised to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way, unless a Sidewalk Waiver application is submitted to and approved by the Planning Commission.

The site plan indicates a Common Area within the Southern portion of the proposed subdivision. And the proposed subdivision is adjacent to a large Common Area/Detention Area recorded with the previous Leighton Village Subdivision. Therefore, Note #4 on the site plan should be revised to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile. No easements are indicated on the site plan. If easements are provided within the site, a note should be placed on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder.

A revised PUD site plan should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the accompanying subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

Based on the preceding, if the Subdivision request is considered for approval, the following conditions could apply:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the plat to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the plat to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4. Revision of the plat to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table on the Final Plat;
6. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile on the Final Plat;
7. Placement of a note on the Final Plat stating that no structure may be constructed or placed in any easement without the permission of the easement holder, if applicable;

8. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat;
9. Compliance with all Engineering comments noted in this staff report;
10. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report; and,
12. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

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

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

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

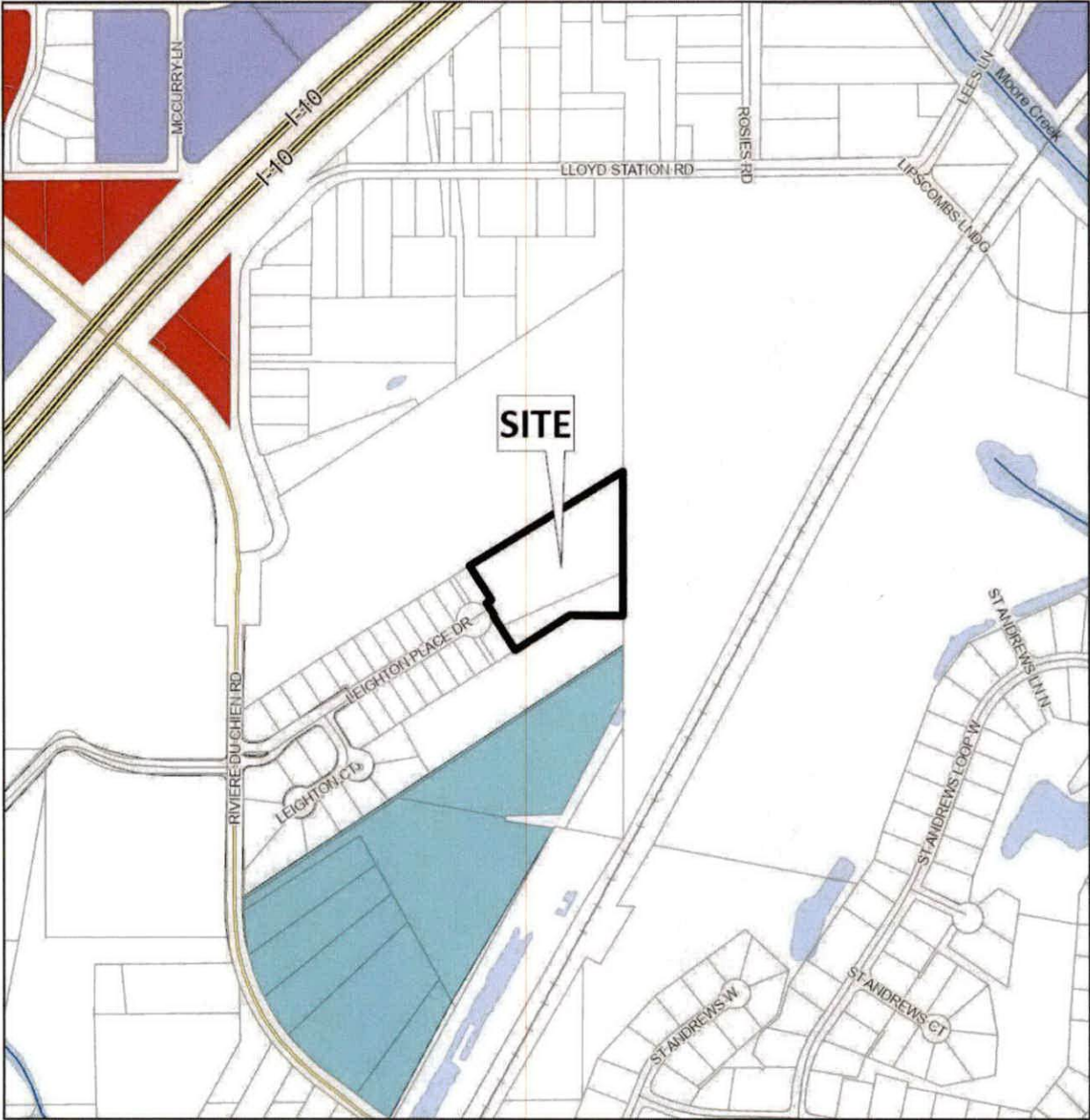
Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following findings should be present:

1. Revision of the cul-de-sac to provide a 60-foot radius (120-foot diameter);
2. Revision of the site plan to label the proposed street extension with its name and right-of-way width, and labeled as a public right-of-way;
3. Revision of the site plan to label all lots with their sizes in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
4. Revision of the site plan to provide the revised sizes of the lots around the enlarged cul-de-sac in both square feet and acres;
5. Retention of the setback data and site coverage data in the Site Data table;
6. Revision of the site plan to indicate a City-standard public sidewalk along both sides of the proposed street within the right-of-way;

7. Revision of Note #4 to state that the maintenance of the Common Areas/Detention Areas is the responsibility of the property owners and not the City of Mobile;
8. If easements are indicated on the site plan, placement of a note on the site plan stating that no structure may be constructed or placed in any easement without the permission of the easement holder;
9. Submittal to and approval by Planning and Zoning of a revised PUD site plan prior to signing the Final Plat of the associated subdivision;
10. Compliance with all Engineering comments noted in this staff report;
11. Placement of a note on the site plan stating all Traffic Engineering comments noted in this staff report;
12. Compliance with all Urban Forestry comments noted in this staff report; and,
13. Compliance with all Fire Department comments noted in this staff report.

LOCATOR ZONING MAP



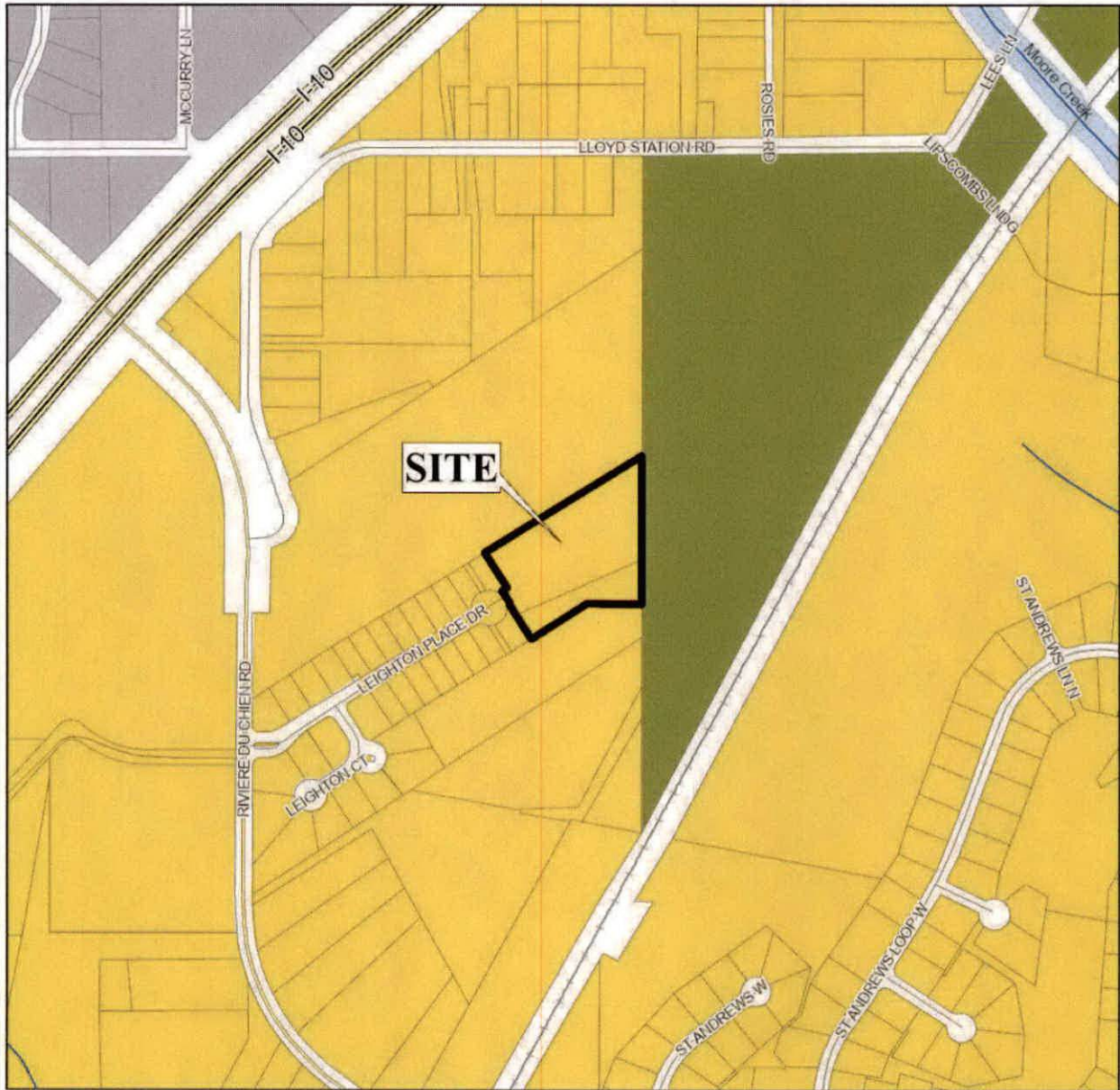
APPLICATION NUMBER 11 DATE December 19, 2024

APPLICANT Leighton Village Subdivision, Phase III

REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE December 19, 2024

APPLICANT Leighton Village Subdivision, Phase III

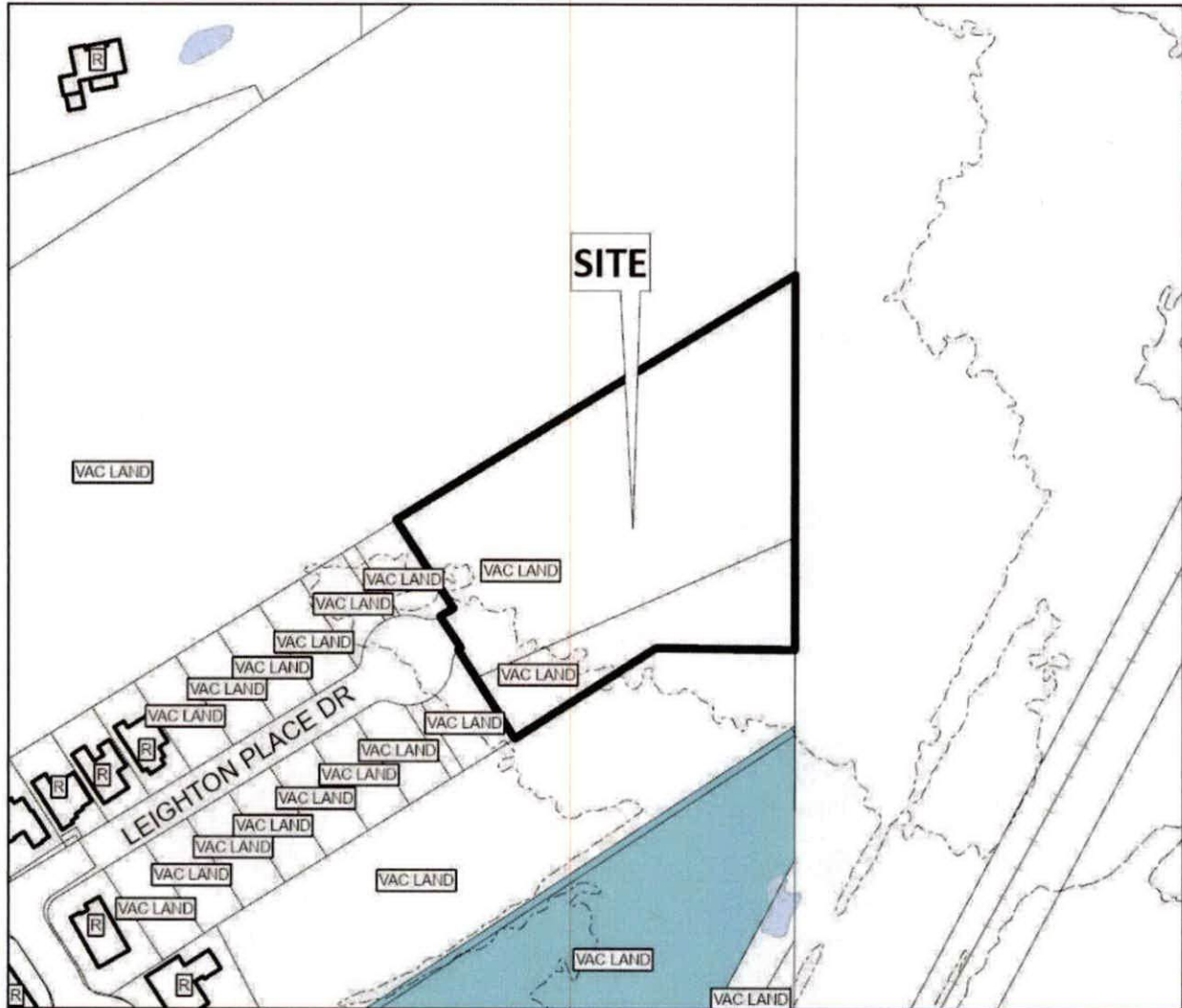
REQUEST Subdivision, PUD Modification

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



NTS

PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



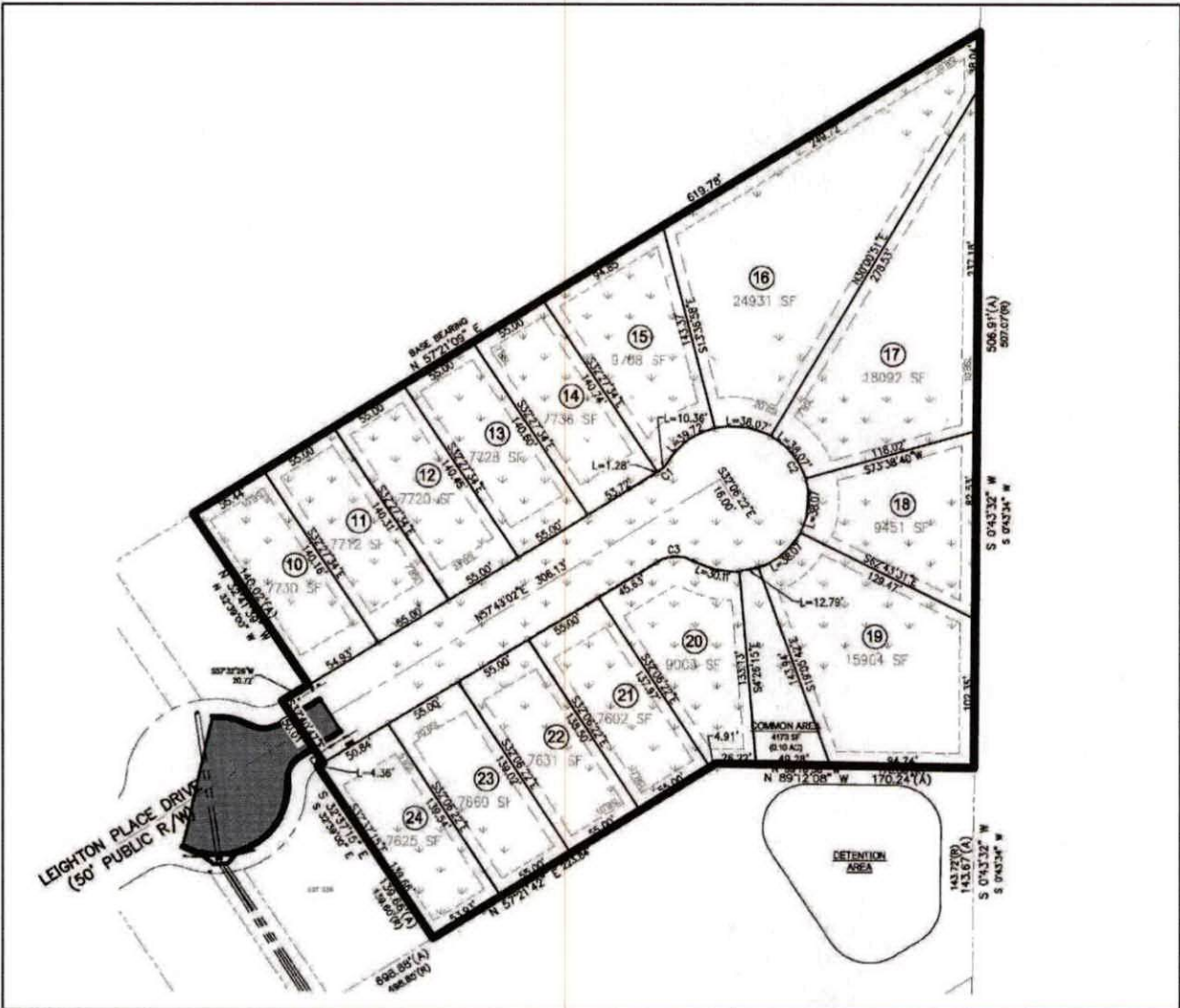
The site is surrounded by residential units.

APPLICATION NUMBER 11 DATE December 19, 2024
 APPLICANT Leighton Village Subdivision, Phase III
 REQUEST Subdivision, 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	



SITE PLAN



The site plan illustrates the proposed lots, setbacks, and common area.

APPLICATION NUMBER <u>11</u> DATE <u>December 19, 2024</u>
APPLICANT <u>Leighton Village Subdivision, Phase III</u>
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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 (WDWU)
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)

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context.

The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.