



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, June 24, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Keith Myrick, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

June 17, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Angela Peters for a waiver of the Noise Ordinance at Tricentennial Park on July 6, 2025, from 4:00 p.m. - 8:00 p.m. (District 1).

Request of Johna Brown for a waiver of the Noise Ordinance at 1508 Carlisle Drive on June 28, 2025, from 3:30 p.m. - 8:30 p.m. (District 7).

Request of Gloria Sullivan for a waiver of the Noise Ordinance at 82 Burtonwood Drive on July 4 & 7, 2025, from 2:00 p.m. - 10:00 p.m. (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Nina Dortch - workforce development and opportunities for violence prevention.

11. ORDINANCES HELD OVER

64-031 Consider proposed modification of a previously approved Planned Unit Development for property located at the East Terminus of Leighton Place Drive (sponsored by Councilmember Reynolds).

12. CIP RESOLUTIONS HELD OVER

08-846 Approve purchase order to Musco Sports Lighting, LLC for new lighting at Westside Park; \$580,000.00 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13. RESOLUTIONS HELD OVER

01-848 Authorize Agreement with Twin City Security, LLC for unarmed guard services at various City facilities; \$200,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-849 Approve item-based bid for street sweeper, brooms, and mandrels (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-853 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for 1 Ford Bronco Sport and 2 Ford Cargo Vans; \$169,829.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-854 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for Ford F150 Cargo Van for Animal Services; \$56,413.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-856 Approve purchase order to Stivers Ford Lincoln, Inc. for 3 Ford pickup trucks and 1 Ford Explorer for Build Mobile; \$131,065.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-861 Authorize Contract with Asphalt Services, Inc. for downtown street optimization; resurfacing and striping; \$3,379,238.77 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-862 Authorize Contract with McElhenney Construction Co., LLC for downtown street optimization; removal of traffic signals; \$1,086,470.50 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering).

21-863 Authorize Contract with Southern View Media, LLC for digital marketing and design services for public safety candidate recruiting; \$4,000.00 per month (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

37-864 Consider the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service.

60-865 Authorize Settlement Agreement and Release of Claims; Hattenstein (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. CONSENT RESOLUTIONS BEING INTRODUCED

21-874 Authorize contract with Alishann Simon to serve as an Election Specialist for the 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

21-875 Authorize contract with Zennia Calhoun to serve as Absentee Election Supervisor for the 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

21-876 Authorize contracts with Jessica Richardson, Logan Peasant, Cameron Peasant, LaSheryl Dotch, Shelby Collins, and Krestofer Wright to serve as Election Specialists for the 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

58-877 Authorize removal of weeds, Group 1664.

60-878 Approve award of special bonus to the Firefighter of the Month; Pritchard (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

60-879 Determine an appropriation to Nspire U serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-880 Determine an appropriation to St. Francis Xavier Catholic Church serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-881 Determine an appropriation to St. Francis Xavier Catholic Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-882 Determine an appropriation to Lifelines Counseling Services serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

09-890 Transfer funds from the Mayor's General Fund Discretionary Account to Mobile Parks & Recreation-Heroes Park and declare said transfer serves a public purpose (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-883 Authorize amendment to Agreement with A-1 McDuffie Sanitation, LLC for residential garbage and trash service; NTE \$1,500,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-884 Authorize purchase order to Arcadis U.S., Inc. for traffic detection cameras, sensors, and supporting network hardware for Dauphin Street intersection improvements; \$493,164.21 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-885 Approve purchase order to Atlas North America for marine sonic arc explorer with winch for MPD; \$75,810.74 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-886 Approve purchase order to DLX Enterprises, LLC for water rescue dry suits for MFRD; \$21,945.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-887 Approve purchase order to Port City Industrial, LLC for replacement roll-up door for Convention Center; \$22,350.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-888 Approve purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for ambulances for MFRD; \$1,122,966.00 (sponsored by Mayor Stimpson) (submitted

by John Paine, Purchasing Dept.).

16. CALL FOR PUBLIC HEARINGS

41-889 Call for public hearing to consider the application of India Bracey for a Certificate of Public Convenience and Necessity to operate a sedan service (scheduled for July 8, 2025).

17. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Angela Peters

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2517514169 Cell Number: 2517514169

Organization (if applicable) _____

Mailing Address of Applicant 515 Donald Street Mobile, Al 36617

Telephone No. 2517514169 E-mail address mrsangelamp@yahoo.com

Location or address of event where amplification will be used:

Lake Drive Tricentennial Park

Date of Event: 07/06/2025 Starting Time: 4pm Ending Time 8pm

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

Type of Event: 4 year old 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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: Noise Waiver
Date: Wednesday, June 18, 2025 3:35:34 PM

From: Johna Brown <johna_brown11@yahoo.com>
Sent: Wednesday, June 18, 2025 3:34 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: Noise Waiver

You don't often get email from johna_brown11@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.

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Johna Brown

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251) 222-1266

Organization (if applicable) _____

Mailing Address of Applicant 3312 Anson Court, Mobile AL 36605

Telephone No. (251) 222-1266 E-mail address johna_brown11@yahoo.com

Location or address of event where amplification will be used:

1508 Carlisle Dr Mobile, AL 36618

Date of Event: 06/28/25 Starting Time: 3:30pm Ending Time 8:30pm

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

Type of Event: Birthday Pool 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



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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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: Gloria Sullivan

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-660-7292 Cell Number: 251-660-7292

Organization (if applicable) _____

Mailing Address of Applicant: 82 Burtonwood Dr Mobile, AL 36608

Telephone No. 251-660-7292 E-mail address _____

Location or address of event where amplification will be used:

82 Burtonwood Dr Mobile, AL 36608

Date of Event: 7/4 & 7/5/2015 Starting Time: 2pm Ending Time: 10pm

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

Type of Event: Pool 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



Outlook

CityofMobile.org: Addressing City Council Submission

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

Date Mon 6/16/2025 5:58 PM

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: Nina Dortch

Date To Address Council: 2025-06-24

Address: 5801 Woodgate Rd, Mobile AL 36609

Email: ninatdortch@gmail.com

Phone: 251-888-0559

Subject And Specific Questions: Workforce Development / Opportunity for Prevention

Pertain To City Business: Violence Prevention

Signature: Nina Dortch

Signature Verify: X

Agree: X

Date Submitted: 2025-06-16 17:58:03

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

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;
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.

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.

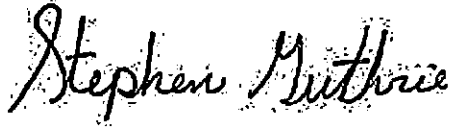
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

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.

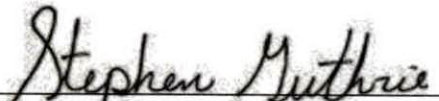
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org)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

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Revised February 2023

6. Please provide the following information:

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

☐ 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

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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]
Signature 195 LLC Print
10/21/24 Date Agent
Date 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

Lot 2 4070



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 4070 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
10-11-24
Date

#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]
Signature of Company Owner

Designee (2)

Email

Phone Number
10-4-24
Date

#2



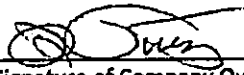
City of Mobile • Planning & Zoning

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

#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

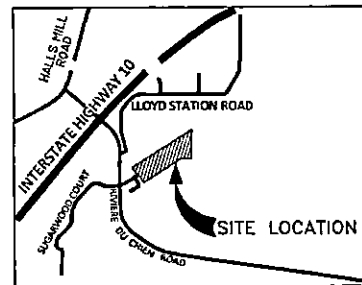
Phone Number


Signature of Company Owner

10-4-24
Date

- NOTES: 1) ALL BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATION USING THE NORTH AMERICAN DATUM OF 1983. ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARD FEET.
- 2) ALL RIGHT-OF-WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS (I.E. UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.
- 3) PUBLIC WATER AND SEWER AVAILABLE.
- 4) TYPE OF SURVEY - BOUNDARY SURVEY FOR SUBDIVISION OF PROPERTY.
- 5) WETLANDS AS SHOWN DELINEATED BY BARRY VITTOR AND ASSOCIATES AND WERE SCALED FROM THE RECORDED PLAT OF LEIGHTON PLACE, PHASE ONE.
- 6) ALL WORK PERFORMED IN THE EXISTING RIGHT OF WAY SUCH AS DRIVEWAYS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-8070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT OF WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VII).
- 7) A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITY, 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.
- 8) 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 MANAGEMENT PLAN (1084); AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL, AND STORM WATER RUNOFF CONTROL.
- 9) EACH LOT OWNER SHALL BE REQUIRED TO SUBMIT A LAND DISTURBANCE PERMIT APPLICATION WITH THE INITIAL CONSTRUCTION OF A SINGLE FAMILY DWELLING OR OTHER IMPERVIOUS SURFACE (SHED, DRIVEWAY, SLAB, ASPHALT, GRAVEL, ETC.). THE APPLICATION SHALL INCLUDE A SITE GRADING AND DRAINAGE PLAN, DETAILS, AND CALCULATIONS, ALL OF WHICH ARE TO BE SIGNED BY A LICENSED ALABAMA PROFESSIONAL ENGINEER.
- 10) A TWENTY FIVE FOOT RIPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE WATER OF THE STATE.
- 11) ALL EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY OWNER) FOR DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND 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.
- 12) 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 NECESSARY PERMITS AND APPROVALS.
- 13) THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
- 14) 5/8" CAPPED REBARS (WOODLANDS 1073) SET AT ALL POINTS OF CURVATURES, TANGENTS AND PROPERTY CORNERS EXCEPT AS NOTED.
- 15) SIDE YARD SETBACK ARE SHOWN HEREON.
- 16) ACCORDING TO THE FEDERAL INSURANCE RATE MAP, COMMUNITY PANEL NO. 015007 0657 L (MAP NO. 0109700657L), DATED JUNE 5, 2020, THIS SITE IS LOCATED ZONE "X" (UNSHADED) AND ZONE "X" (SHADED).
- 17) 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.
- 18) ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS AND NO STRUCTURE MAY BE CONSTRUCTED OR PLACED IN ANY EASEMENT WITHOUT THE PERMISSION OF THE EASEMENT HOLDER.
- 19) REQUIRED 40% MAXIMUM SITE COVERAGE PER LOT AS REQUIRED BY CITY OF MOBILE.
- 20) MAINTENANCE OF COMMON AREA/DETENTION AREA IS THE RESPONSIBILITY OF THE PROPERTY OWNERS.
- 21) DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

VICINITY MAP



(NOT TO SCALE)

THE
WOODLANDS
GROUP

Surveying Solutions

CLIENT: TWILLEY BUILDERS, INC.	DATE: 10/29/2019
FIELD WORK BY: CE, CG	DRAWING NO.: 14003-09
DRAWN BY: DK	SHEET 1 OF 1
CHECKED BY: JP	SCALE: 1"=40'

LEIGHTON VILLAGE
LEIGHTON PLACE DRIVE, MOBILE,
MOBILE COUNTY, ALABAMA
SECTION-13, TOWNSHIP-5-SOUTH, RANGE-2-WEST

DATE	REFERENCE MATERIAL
09/29/2008	RECORD PLAT OF LEIGHTON PLACE PHASE ONE - BOOK 6037 PAGE 797

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 LAT OF SURVEY AND CERTIFY THAT THE SAME IS TRUE AND CORRECT.

[Signature] 3-28-23
OK TWILLEY, PRESIDENT OF TWILLEY BUILDERS, INC., OWNER DATE

CERTIFICATION OF NOTARY PUBLIC:

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT FOR TWILLEY, PRESIDENT OF TWILLEY BUILDERS, WHOSE NAME AS OWNERS, ARE SHOWN 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.

EVEN UNDER MY HAND AND SEAL THIS 28th DAY OF MARCH 2023

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 6-4-2025

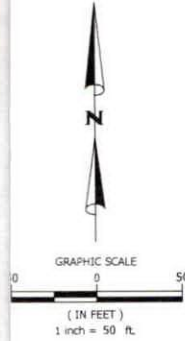
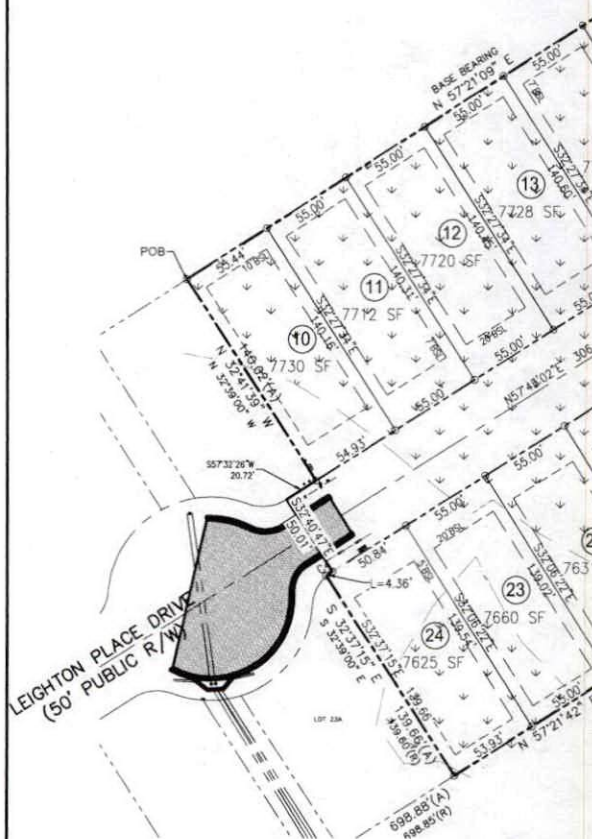


PROPERTY DESCRIPTION: (PER THIS SURVEY)

COUNTY OF MOBILE
STATE OF ALABAMA

WHENCE AT A POINT BEING USED AS THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA; THENCE RUN S 01°00'E 1,023.30 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO A POINT; THENCE S 04°00'E 170.00 FEET TO A POINT; THENCE S 72°10'00" E 139.97 FEET TO A POINT ON THE NORTHERLY 1/4-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN ALONG SAID NORTHERLY 1/4-OF-WAY LINE SOUTH 57°21'00" WEST 20.67 FEET TO A POINT; THENCE RUN SOUTH 32°39'00" E 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE WITH A NON-TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 4.35 FEET, A CHORD BEARING OF SOUTH 52°22'07" WEST, AND A CHORD LENGTH OF 54 FEET TO A POINT; THENCE RUN SOUTH 32°39'00" EAST 139.92 FEET TO A POINT; THENCE RUN N 72°10'00" EAST 223.84 FEET TO A POINT; THENCE RUN SOUTH 89°16'50" EAST 170.00 FEET TO A POINT; THENCE RUN SOUTH 00°43'34" WEST 143.72 FEET TO A POINT; THENCE RUN SOUTH 21°22' WEST 773.72 FEET TO A POINT; THENCE RUN NORTH 32°38'38" WEST 81.00 FEET TO A POINT; THENCE RUN NORTH 28°38'10" WEST 133.18 FEET TO A POINT; THENCE RUN SOUTH 57°21'22" E 80.00 FEET TO A POINT; THENCE RUN NORTH 32°38'17" WEST 139.92 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 57°21'00" WEST 25.00 FEET TO A POINT; THENCE RUN N 72°10'00" EAST 223.84 FEET TO A POINT; THENCE RUN NORTH 32°38'17" WEST 139.92 FEET TO A POINT; THENCE RUN SOUTH 57°21'22" E 80.00 FEET TO A POINT; THENCE RUN NORTH 32°38'17" WEST 139.92 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 57°21'00" WEST 25.00 FEET TO A POINT; THENCE RUN N 72°10'00" EAST 223.84 FEET TO A POINT; THENCE RUN NORTH 32°38'17" WEST 139.92 FEET TO A POINT; THENCE RUN SOUTH 57°21'22" E 80.00 FEET TO A POINT; THENCE RUN NORTH 32°38'17" WEST 139.92 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LEIGHTON PLACE DRIVE; 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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.
PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS
FROM FEDERAL INSURANCE ADMINISTRATION FLOOD
BOUNDARY MAP **010870** PANEL NO. 0657 SUFFIX **L**
LINE 8, 2020.
THERE IS NO VISIBLE POSTED ADDRESS OF THE SUBJECT
PROPERTY.
SUBJECT PROPERTY SURVEYED CONTAINS AN AREA
MORES (352,913.89 SQUARE FEET), MORE OR LESS.
THERE WERE NO STRIPPED PARKING SPACES LOCATED ON
SUBJECT PROPERTY AT THE TIME OF SURVEY.
AT 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
BASED ON VISIBLE EVIDENCE OF ABOVE GROUND
UTILITIES ONLY.
AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE
EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION
OR ADDITIONS.
AT THE TIME OF SURVEY, THERE WERE NO CHANGES IN
RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF
SIDEWALK REPAIRS.
SUBJECT PROPERTY HAS DIRECT NO ACCESS TO
IN PLACE DRIVE, WHICH IS A DEDICATED, PUBLIC
STREET.
AT 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
SCALE FOR CLARITY. ALL DIMENSIONS SHOWN ARE
AND DECIMALS THEREOF.
OFFSITE EASEMENTS BENEFITTING THE PROPERTY, IF
ANY, ARE SHOWN HEREON BASED ON DOCUMENTS PROVIDED
BY THE SURVEYOR. NO IMPROVEMENTS HAVE BEEN LOCATED
OFFSITE EASEMENTS.
COMPONENT PARCELS OF THE LAND SHOWN ON THE
PLAT ARE CONTIGUOUS AND THERE ARE NO APPARENT
GORES BETWEEN THEM.

SURVEYOR'S CERTIFICATION

I, THE SURVEYOR, DO HEREBY CERTIFY THAT THIS MAP OR PLAT AND THE
THEREON WHICH IT IS BASED WERE MADE IN ACCORDANCE
WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS
ESTABLISHED BY ALTA AND MPS, JOINTLY ESTABLISHED
AND ADOPTED BY ALTA AND MPS, AND INCLUDES ITEMS 1, 2,
3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 20
OF THE ALTA AND MPS FIELDWORK WAS COMPLETED ON
DECEMBER 21st, 2024.

BRETT ORRELL, P.L.S. ALA. LICENSE NO. 31838-S



Vicinity Map
N.T.S.



Leighton Village - Phase III

A Residential Subdivision

Mobile, Alabama

PUD MOD SITE PLAN

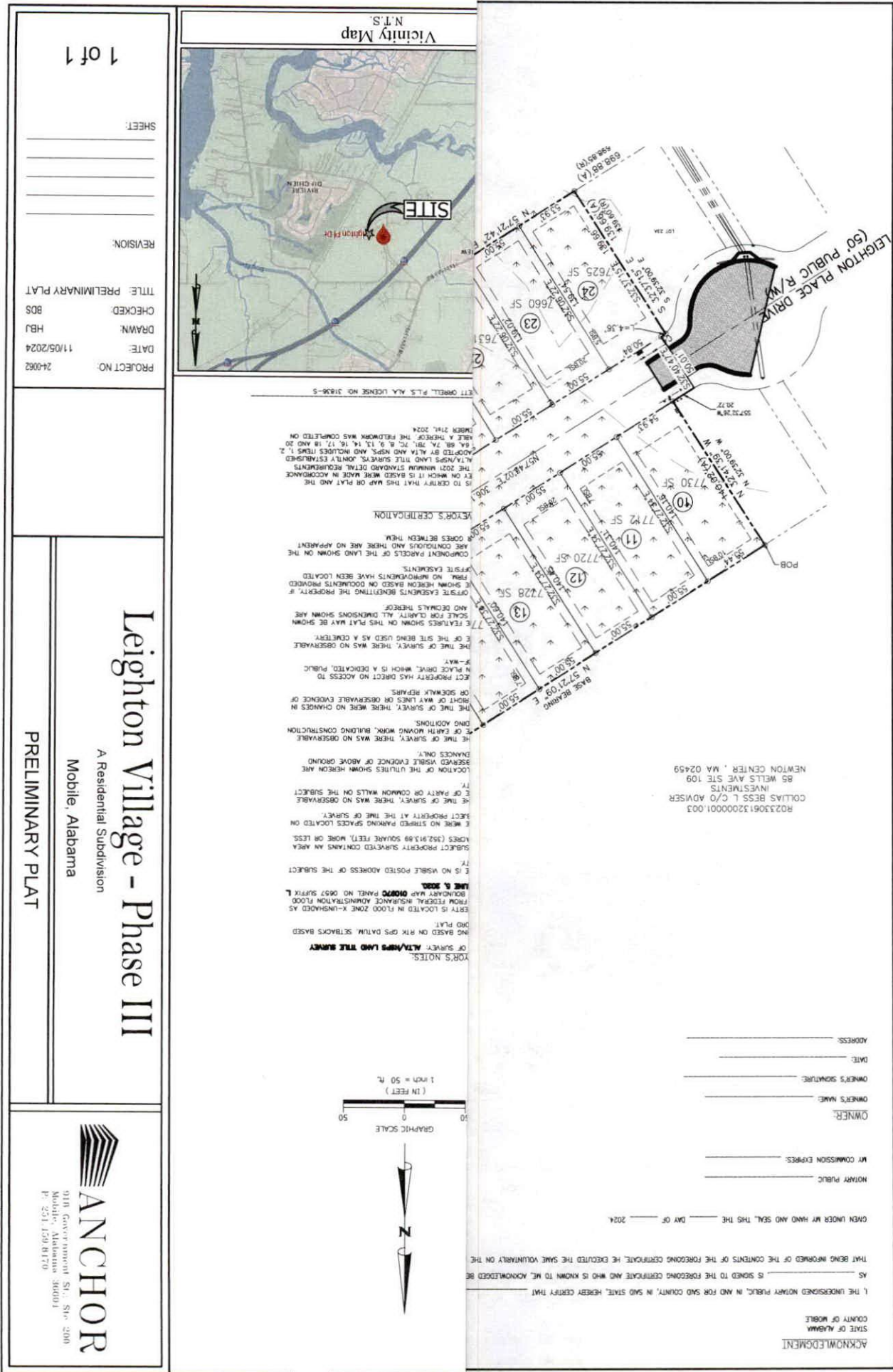
PROJECT NO: 24-0082
DATE: 11/05/2024
DRAWN: HBJ
CHECKED: BDS
TITLE: PUD MOD SITE PLAN

REVISION:

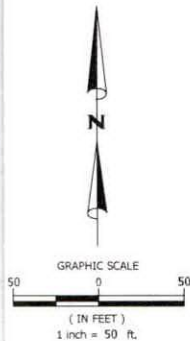
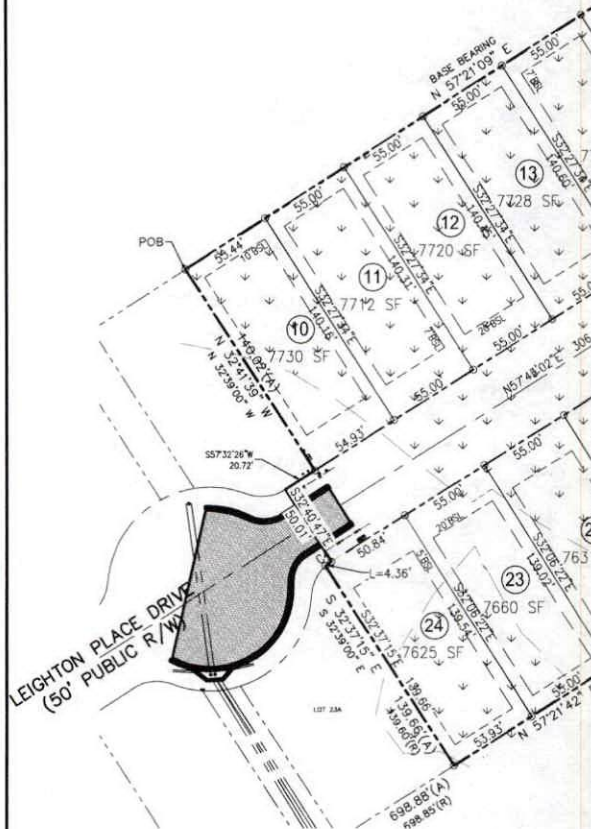
SHEET:

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:
1. DATE OF SURVEY: **ALTA/NSPS LAND TITLE SURVEY**
2. SURVEYING METHOD: RTK GPS DATUM. SETBACKS BASED ON RECORD PLAT.
3. PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS SHOWN ON FEDERAL INSURANCE ADMINISTRATION FLOOD ZONE MAP PANEL NO. 0657 SUFFIX L, DATED **JUNE 8, 2022**.
4. THERE IS NO VISIBLE POSTED ADDRESS OF THE SUBJECT PROPERTY.
5. SUBJECT PROPERTY SURVEYED CONTAINS AN AREA OF 352,913.89 SQUARE FEET, MORE OR LESS.
6. THERE WERE NO STRIPPED PARKING SPACES LOCATED ON SUBJECT PROPERTY AT THE TIME OF SURVEY.
7. THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF PARTY OR COMMON WALLS ON THE SUBJECT PROPERTY.
8. LOCATION OF THE UTILITIES SHOWN HEREON ARE OBSERVED VISIBLE EVIDENCE OF ABOVE GROUND UTILITIES ONLY.
9. THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS.
10. THE TIME OF SURVEY, THERE WERE NO CHANGES IN RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF OR SIDEWALK REPAIRS.
11. SUBJECT PROPERTY HAS DIRECT NO ACCESS TO LEIGHTON PLACE DRIVE, WHICH IS A DEDICATED, PUBLIC RIGHT-OF-WAY.
12. THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A CEMETERY.
13. THE FEATURES SHOWN ON THIS PLAT MAY BE SHOWN AT SCALE FOR CLARITY. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
14. OFFSITE EASEMENTS BENEFITING THE PROPERTY, IF ANY, ARE SHOWN HEREON BASED ON DOCUMENTS PROVIDED TO THE SURVEYOR. NO IMPROVEMENTS HAVE BEEN LOCATED OR OFFSITE EASEMENTS.
15. 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 FEBRUARY 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

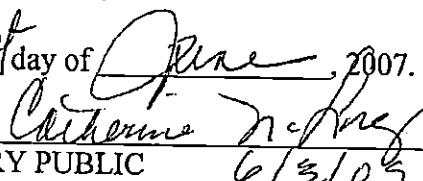
Dated this 1st day of June, 2007.


_____(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.

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:

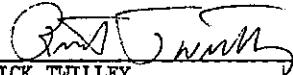
Name	Address
Rick Twilley	Route 4, Box 464B, Mobile, AL., 36609
Richard Twilley	Route 4, Box 459, Mobile, AL., 36609

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)

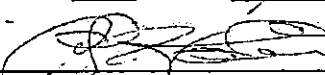

RICHARD TWILLEY (SEAL)

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 2912PG 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

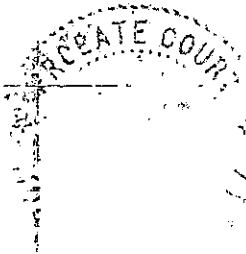
powers, capacity and authority conferred by law. The said Corporation

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

ADAMS HOMES LLC
100 W GARDEN ST FLOOR #2
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
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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.

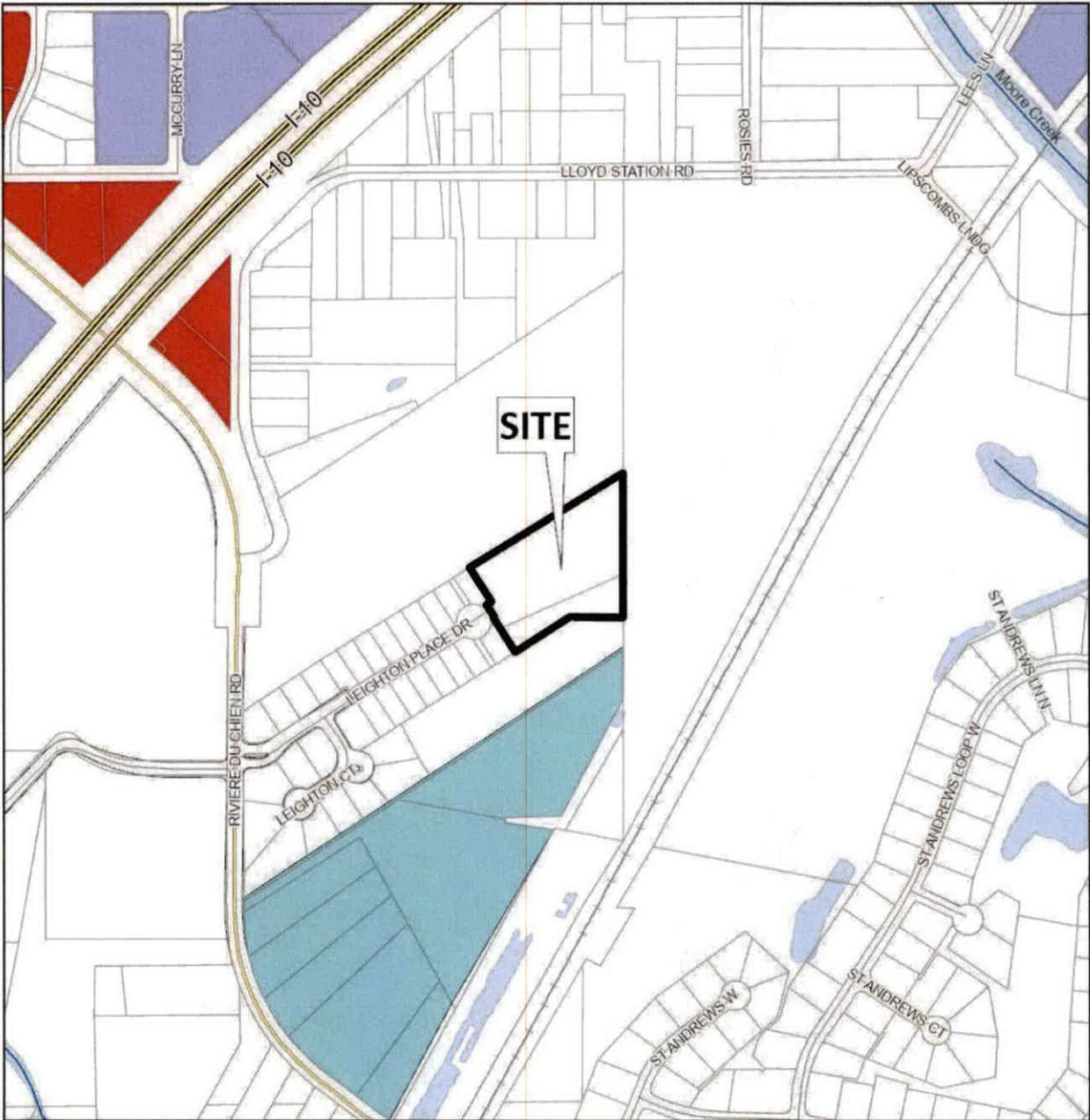
Considerations:

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.

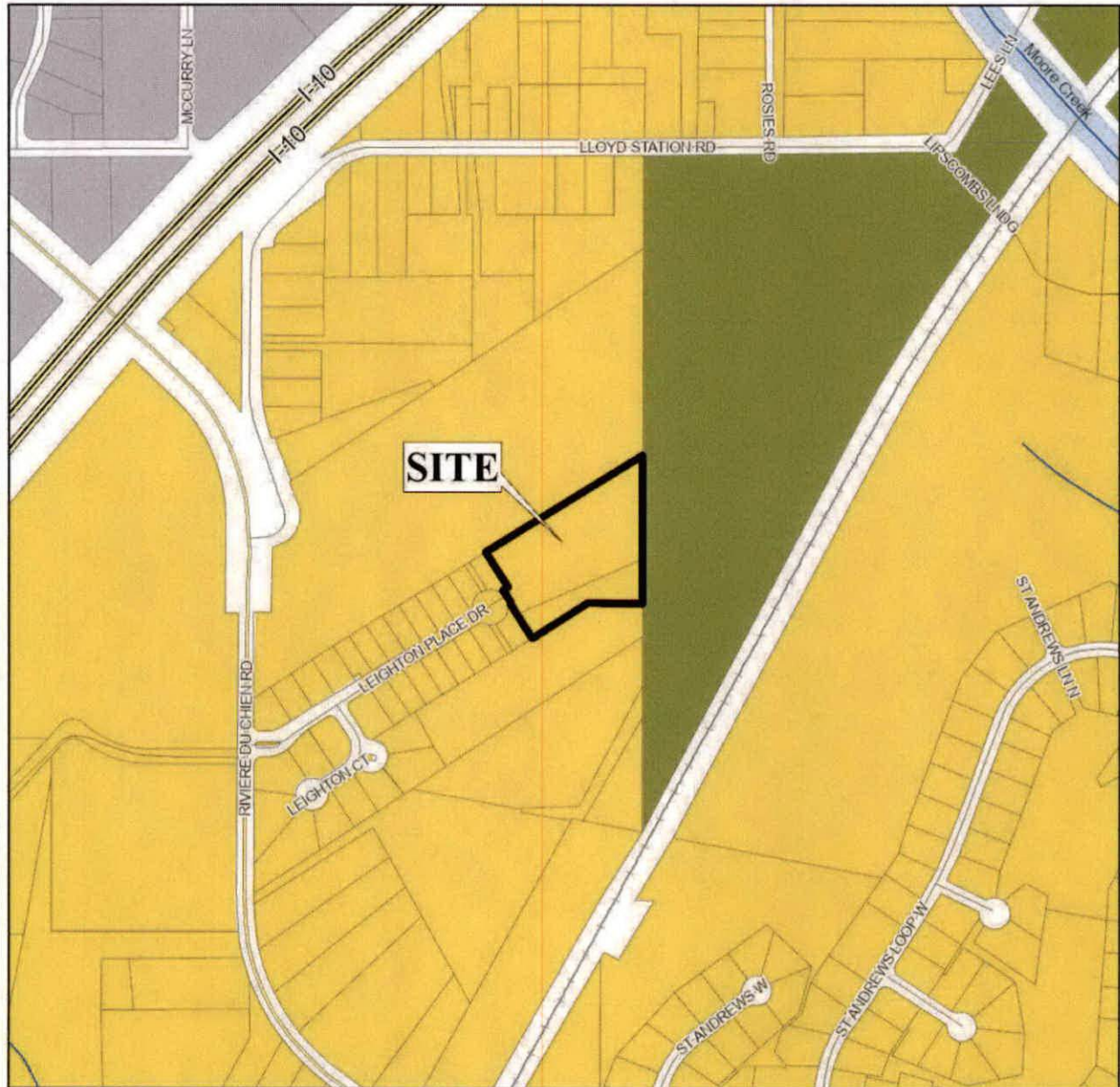
LOCATOR ZONING MAP



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

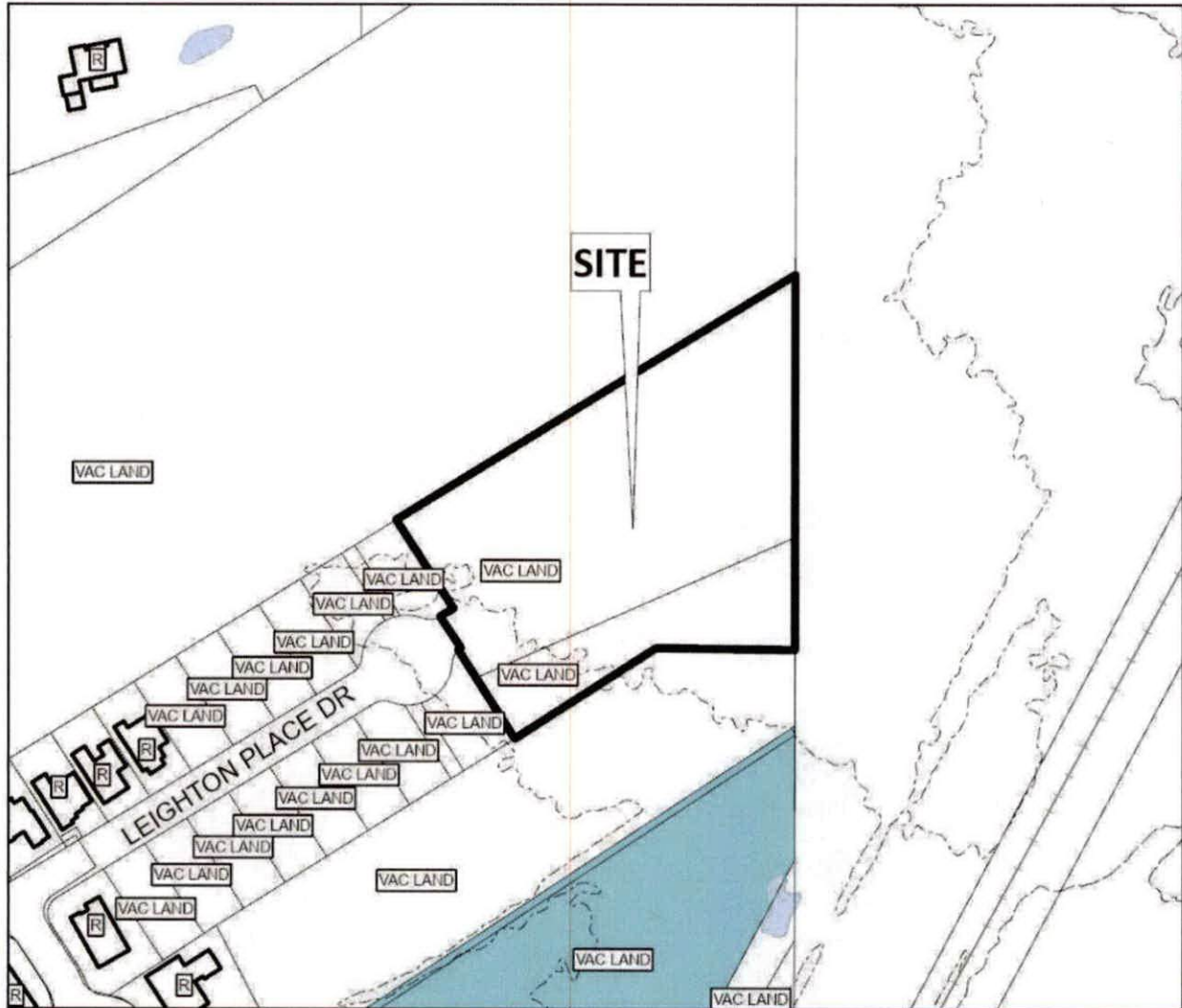
REQUEST Subdivision, PUD Modification

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| 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

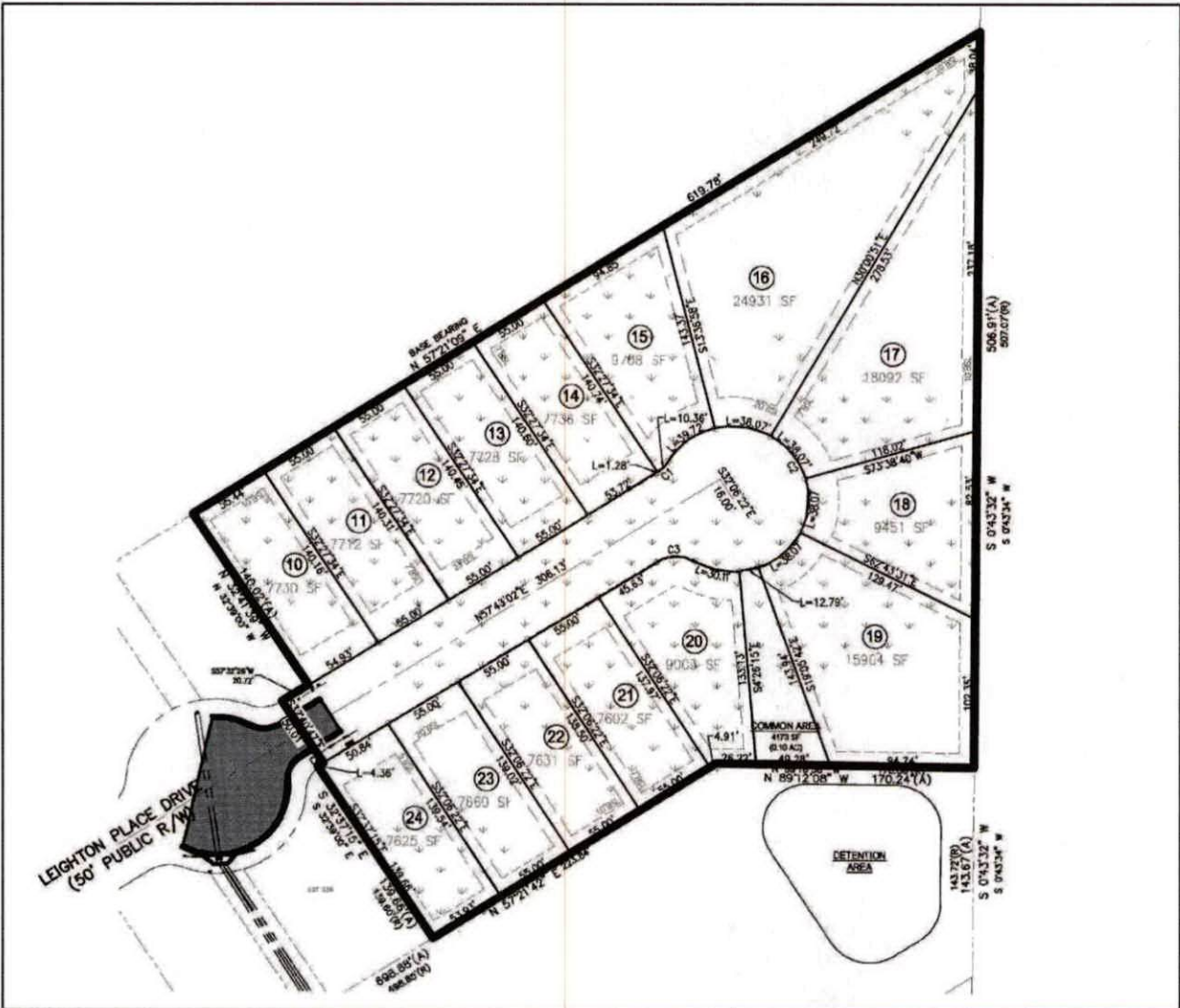
APPLICANT Leighton Village Subdivision, Phase III

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	11	DATE	December 19, 2024
APPLICANT	Leighton Village Subdivision, Phase III		
REQUEST	Subdivision, PUD Modification		



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)

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.



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 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 Musco Sports Lighting LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Musco Sports Lighting LLC for new lighting equipment for
Westside Park ball fields.

CIP - Westside Park Light & Resurfacing

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$580,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 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>25475</u>	2025	(3032) ARCHITECTURAL ENGINEERING	NEW LIGHTING EQUIPMENT FOR WESTSIDE PARK BALL FIELDS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$580,000.00	(<u>278697</u>) <u>MUSCO SPORTS</u> <u>LIGHTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025475-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor MUSCO SPORTS LIGHTING LLC 100 1ST AVENUE WEST OSKALOOSA, IA 52577 Tel#800-808-6020 Fax 641-672-4740	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 ELIZABETH.MILLER@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
06/04/25	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER YOUR QUOTE ON MAST PROJECT 199030				
MUSCO PROJECT #234180				
SOURCEWELL CONTRACT 041123-MSL EXPIRES 6-016-2027				
001	LIGHTING 6 BALL FIELDS	1.00	580000.00000	580000.00
	LIGHT-STRUCTURE SYSTEM RETROFIT	EACH		
	WITH TOTAL LIGHT CONTROL TLC FOR			
	LED			
1	2000.80.00.0000.0000.0000.0000.48010.			
	E C1002 .CONSTRUCTN.			580000.00

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](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025475-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
---	--

Page 2

Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

OSKALOOSA, IA 52577

Tel#800-808-6020
 Fax 641-672-4740

Ship To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644
 ELIZABETH.MILLER@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
06/04/25	278697				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
			580000.00

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

Account	Amount	Remaining Budget
E C1002 .CONSTRUCTN.	580000.00	700287.52

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	580000.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	06/09/25	CARLEEN STOUT	approved!
Approved	06/09/25	CHAD HOLM	Auto approved by: 910518486
Approved	06/09/25	BRENDA RHODES	
Approved	06/09/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/09/25	RELYA MALLORY	Auto approved by: 910511034
Approved	06/10/25	DONALD ROSE	Auto approved by: 910518227
Approved	06/10/25	SANDRA LEWIS	
Approved	06/10/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	06/10/25	JOHNNIE HARRUB	Auto approved by: 910518227
Approved	06/10/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	06/10/25	ANNE FOLEY	Auto approved by: 910518227
Approved	06/10/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

Musco Sports Lighting, LLC

Sports lighting

#041123-MSL

Maturity Date: 6/16/2027

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 041123-MSL gives access to the following types of goods and services:

- Light-Structure System™ lighting
- SportsCluster® lighting system
- Total Light Control - TLC for LED™ technology
- Control-Link® control system
- Mini-Pitch System™ modular sports solution
- Communication-Structure System™ complete system
- Contract accepted in Canada

Contact us

Have questions about a contract or cooperative purchasing?

[Contact our dedicated team online](#) or call 877-585-9706.

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Login to unlock more contract features.

Username

Password

[Log In](#)

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[Setup Buy Sourcewell access](#)

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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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:

Contract with Twin City Security LLC for Unarmed Guard Services for various City facilities, primarily Mun Garage, MIT, & Oakleigh House. One year renewable for 2 addl one-year periods. As needed at unit price of \$15.49 per guard per hour. Approx \$200k/year. General fund.

Funding Source

General fund.

ATTACHMENTS:

1. 2025 Unarmed Guard Agenda Package

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 2025
Date

Item No. _____

Submitted by: Daniel Davis
Department

Risk Manager
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Joe Snowden, Administrative Services
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Unarmed Guard Services - Twin City Security LLC

PURPOSE & SCOPE OF PROJECT:

Contract with Twin City Security LLC for Unarmed Guard Services for various City facilities, primarily Mun Garage, MIT, & Oakleigh House. One year renewable for 2 addl one-year periods. As needed at unit price of \$15.49 per guard per hour. Approx \$200k/year. General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed, at unit prices/cut per bid tab

FUNDING SOURCE:

Budget Item: 2086 & 9000 cost ctrs

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: approx \$200,000.00/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 5947

How many bidders received bid packages (if applicable): 40 +web

How many bidders submitted bids (if applicable): 8

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 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 Twin City Security, LLC, to provide unarmed guard services for various City facilities as needed at the unit price of \$15.49 per guard per hour, in an approximate total amount of \$200,000.00 per year, for one year, renewable for two additional one-year periods without further approval by Council, as appropriated funds are available, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



**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:

**TWIN CITY SECURITY, LLC
2200 Executive Park Drive
Opelika, AL 36801**

City Business License No.: 48033

For the following Project:

**UNARMED GUARD AND PROTECTIVE SERVICES
VARIOUS MUNICIPAL FACILITIES**

AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and TWIN CITY SECURITY, 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 BID 5947 on 4/18/2025; 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 UNARMED GUARD AND PROTECTIVE SERVICES (the "Project"), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

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 for two additional one-year periods at the mutual consent of the parties.

3.0 COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- 3.1 The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$15.49 PER HOUR.

- 3.2** Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of notices to proceed at specific locations. 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. 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** Contractor shall invoice the City monthly by service location for services provided during the previous month.
- 4.2** The Contractor is responsible for providing all necessary documentation that may be required by the City.
- 4.3** City shall pay contractor upon review and approval of Contractor invoice.

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 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 CONTRACTOR'S 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 Contractor evidence of compliance with City insurance requirements are included in **Exhibit B**.

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 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.
- 10.0 LIQUIDATED DAMAGES – Not applicable.**
- 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 specified by the City, 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 shall designate a person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- 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 Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- 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 City, 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 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. City 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** Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:
TWIN CITY SECURITY, LLC
2200 EXECUTIVE PARK DRIVE
OPELIKA, AL 36801

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, found

as **Exhibit C**. 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.

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: Twin City Security, LLC

Walter Ford
Signature

June 9, 2025
Date

WALTER FORD CHIEF OPERATIONS OFFICER,
Printed name and Title

STATE OF Alabama
CITY/COUNTY OF Opelika/Lee

I, the undersigned Notary Public, in and for said City in said State, hereby certify that

Walter Ford [name], whose name as Chief of Operat. [title] of Twin City Security, 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 9th day of June, 2025.



Sonia Hardman
Notary Public
State of Alabama At-large
My Commission Expires: Nov. 2, 2029

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

List of Exhibits

EXHIBIT A City of Mobile Request for Bids #5947/Contractor Bid Submission

EXHIBIT B Insurance Requirements & Contractor Evidence of Insurance

EXHIBIT C E-Verify Compliance

Exhibit A City of Mobile Request for Bids / Contractor Bid Submission

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 04/15/2025	BID NO. 5947	DEPARTMENT VARIOUS	Commodities to be delivered F.O.B. Mobile to: AS SPECIFIED
---------------------------	------------------------	------------------------------	--

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

12:01 PM, FRIDAY, MAY 2, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	UNARMED GUARD AND PROTECTIVE SERVICES UnArmed Guard and Protective Services for various Municipal facilities and needs as the City deems necessary as per the following specifications. This contract for Un-Armed Guard and Protective Services will be for a one (1) year period from the effective date of the contract; with the option to extend for 2 additional one (1) year periods with the mutual consent of both parties at the stated terms and conditions. \$ _____ per man per hour A Bid Bond is not Required. A contract, which the City will provide, will have to be signed prior to the final acceptance of the successful bidder. A draft copy of the contract is attached. The City of Mobile will make the contract start date the 1st business day of a month. Bidder shall state the number of years in business. Vendor must have been in business for no less than 3 years. Vendor shall provide the customer list upon request for confirmation. Years in Business: _____ There will be no differentiation in hourly cost to the City for Holidays. The City will not allow for billing of Holiday pay or for overtime. Page 1 of 3					
			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page_____ of _____

Page 95 of 769

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. <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. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

GENERAL SPECIFICATIONS

Scope of the Services to be provided: To furnish the City of Mobile Uniformed Security Guards for designated city facilities, with the option to add or delete facilities or services at an hourly rate, at the City's option, after reasonable notice to Provider.

1. BIDS MUST BE SEALED:

All bids shall be in a sealed opaque envelope approximately 9" x 12" or larger and be marked on the outside with number of the bid, the bid date, bidder's name and address.

2. DETAILED SPECIFICATIONS:

a) Provider shall supply qualified, uniformed personnel and on-site supervision to protect and prevent the specified city property against fires, thefts, and damage or destruction by sabotage, riots, or other intentional acts of violence.

b) Guard uniforms shall be distinctly different than those worn by City of Mobile Police.

c) Provider agrees that service covered by this agreement shall be performed by qualified, careful and efficient employees in strict conformity with standards in the industry. Guards shall be at least 21 years of age, shall have a high school diploma or G.E.D., and be capable of maintaining order in stressful, confrontational or dangerous situations and of removing from the area, disruptive, unruly persons. No guard shall be employed by Provider to protect property until his or her character, reputation as to honesty, sobriety, and reliability have been verified by Provider. All guards shall have successfully passed a criminal background check before placement in a City facility (i.e., no felony or misdemeanor convictions).

d) No guard shall be employed at a City facility who is objectionable to the City, for any reason whatsoever. Applications and other records of Provider related to this paragraph shall be open to inspection, copying, and reproduction by the City. Guards shall be promptly replaced, at the City's request, upon notice to Provider.

e) Guards shall be courteous, neat, clean and presentable while on duty.

f) Provider shall supervise the performance of the guards and shall, at unannounced intervals, call on the protected city facility to determine the manner in which guards are discharging their duties. Reports of these inspections shall be provided to the designated facility contact employee, along with monthly time sheets.

g) Provider shall have a local contact person with a local phone number. The phone is to be manned twenty-four hours a day. The phone is to be manned by a person with the company or an answering service, but not an answering machine. Provider shall respond to phone calls but the City within thirty minutes of receipt by the answering service.

h) Provider agrees that guards shall be subject to all City regulations while on City premises and must meet and continue to meet with the approval of the City.

i) In the event of an emergency, power outage or alarm signal, Provider shall promptly provide additional guard service, at the request of the City, at the hourly rate established under this Agreement.

j) Provider agrees that specific guard services shall vary by facility. Guards may be asked to patrol building interiors and exteriors and adjacent property, check employee identification badges and maintain visitor's logs, and other security services deemed necessary by the City to maintain safety and security at each facility.

k) Provider shall deduct and pay such social security, income taxes, etc. for guards.

l) In the event there is an increase in the minimum wage required to be paid by Provider, required by law or statute, during the term of this Agreement or any extension thereof, then the amount of the hourly rate bid shall be increased by the amount of the increase in the minimum wage, plus any increased costs of FICA and unemployment tax.

3. IRREGULARITIES AND REJECTION:

The City of Mobile reserves the right to waive irregularities in the bid and in bidding, and to reject any or all bids.

UNARMED GUARD AND PROTECTIVE SERVICES
LOCATION AND HOURS

SITE		HOURS
Public Works	Public Works	1 Guard, 24/7, 365 days/yr.
MIT	MIT	1 Guard, 6pm-7am, 7 days/wk. 52 wks. /yr. Holiday 24 hours per day as required
Museum of Art	Museum of Art	1 Guard when needed, 60 hr. wk.; *hours will vary/ Time will vary depending on event

Additional Requirements for Museum of Art Location:

Guard may be used for indoor or outdoor security.
Guard must be able to stand for long periods of time.
Guard must be able to lift up to 40 lbs and willing and able to help set-up and break down tables and chairs for events.
Guard must exhibit a good attitude and be experienced in dealing with the public.
Guard service will be used as needed, service is not needed for all times or all weeks.
Depending on event, more than 1 guard may be needed.



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)

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

by: en Buyer: 002

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

E 04/15/2025	BID NO. 5947	DEPARTMENT VARIOUS	Commodities to be delivered F.O.B. Mobile to: AS SPECIFIED
-----------------	-----------------	-----------------------	---

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

12:01 PM, FRIDAY, MAY 2, 2025

CITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	UNARMED GUARD AND PROTECTIVE SERVICES UnArmed Guard and Protective Services for various Municipal facilities and needs as the City deems necessary as per the following specifications. This contract for Un-Armed Guard and Protective Services will be for a one (1) year period from the effective date of the contract; with the option to extend for 2 additional one (1) year periods with the mutual consent of both parties at the stated terms and conditions. \$15.49 per man per hour A Bid Bond is not Required. A contract, which the City will provide, will have to be signed prior to the final acceptance of the successful bidder. A draft copy of the contract is attached. The City of Mobile will make the contract start date the 1st business day of a month. Bidder shall state the number of years in business. Vendor must have been in business for no less than 3 years. Vendor shall provide the customer list upon request for confirmation. Years in Business: 48 There will be no differentiation in hourly cost to the City for Holidays. The City will not allow for billing of Holiday pay or for overtime.					
			TOTAL		15	49

URN ONE SIGNED COPY OF THIS BID
NCLOSED ENVELOPE

State delivery time within 5 days of receipt of P.O.

Phone Number 334-749-8385

Firm Name Twin City Security, LLC

Mail Address chief@twincitysecurityal.com

Signature

will allow a discount % 20 days from date of receipt of goods

Type or Print Name Walter Ford

I correct invoice of completed order

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 BIDDERS SHALL PROVIDE WITH THEIR BID THE FOLLOWING FORMS OR CERTIFICATES. - Registration with the Alabama Secretary of State to do business in the State of Alabama. Business Entity Number <u>000-457-865</u> Attach Certificate - Active City of Mobile Business License Active Business License Number <u>48033</u> Attach Copy of License - License and Certification to do business as a Security Company in the State of Alabama by the Alabama Security Regulatory Board Security License Number <u>00010</u> Attach copy of License - Registration with E-Verify Program Registration Number <u>429283</u> Attach copy of Registration - Letter from Insurance Carrier that bidder can meet Insurance Requirements of attached contracts Attach copy of letter to bid Failure to provide the above with your bid will cause rejection of your bid response. Attached is a list of locations currently being served by the existing Un-Armed Guard Contract.					
			TOTAL		15	49

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Twin City Security, LLC

By Walter Ford

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 3 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL		15	49

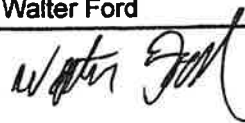
RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Twin City Security, LLC

By Walter Ford

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



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

the entity records on file in this office disclose that Twin City Security, L.L.C. was formed in Lee County on December 6, 2004. The Alabama Entity Identification number for this entity is 000-457-865. I further certify that the records do not disclose that said entity has been dissolved, cancelled or terminated.



20250304000014682

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.

03/04/2025

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

TWIN CITY SECURITY LLC T02
2200 EXECUTIVE PARK DRIVE
OPELIKA AL 36801

YEAR	LICENSE NO.
2025	48033
ISSUED	EXPIRES
1/19/2025	12/31/2025

561621 SECURITY SYS - PERS/MONITORING - STATE LIC REQ



Mauria P. King, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



TWIN CITY SECURITY LLC
2200 EXECUTIVE PARK DR
OPELIKA, AL 36801-6062

21 T1 P7819 153070

State
Of
Alabama

Alabama Security Regulatory Board

Whereas

Twin City Security, LLC

has successfully met the requirements of The
Alabama Security Regulatory Board and is
herby certified as a Contract Security Company
as established by the board

Qualifying Agent: Walter F Ford



Keith E. Warren
Executive Director

00010
License Number

09/30/2025
Expiration Date



EXHIBIT B INSURANCE REQUIREMENTS AND CONTRACTOR EVIDENCE OF INSURANCE

EXHIBIT B Insurance Requirements & Contractor Evidence of Insurance

1. COVERAGE TYPE AND AMOUNTS: 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 obtain Commercial General Liability insurance coverage including premises, products and complete operations coverage with the following minimums:

- (1) \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- (2) \$1,000,000 Products/Completed Operations aggregate
- (3) \$1,000,000 Bodily Injury per person/organization
- (4) \$2,000,000 general aggregate per project

C. AUTOMOBILE LIABILITY: Contractor shall 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 verifying said insurance requirements have been met. Included with 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 SUB-SUBCONTRACTORS: Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this 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.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2821 Corporate Park Drive Opelika, AL 36801 334 749-3401	CONTACT NAME: Cheryl A. Polk PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Cheryl.Polk@MarshMMA.com														
INSURED Twin City Security, LLC 2200 Executive Park Drive Opelika, AL 36801	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : Crum & Forster Specialty Insurance Comp</td> <td data-bbox="1433 453 1572 485">44520</td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Sheffield Fund</td> <td data-bbox="1433 485 1572 516"></td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C : Auto-Owners Insurance</td> <td data-bbox="1433 516 1572 548">18988</td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D : ACE American Insurance Co.</td> <td data-bbox="1433 548 1572 579">22667</td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634">INSURER F :</td> <td data-bbox="1433 611 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Specialty Insurance Comp	44520	INSURER B : Sheffield Fund		INSURER C : Auto-Owners Insurance	18988	INSURER D : ACE American Insurance Co.	22667	INSURER E :		INSURER F :	
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INSURER D : ACE American Insurance Co.	22667														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GLO127903	03/19/2025	03/19/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5438336800	03/19/2025	03/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			SEO136645	03/19/2025	03/19/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B D	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	60020251770200 HDOG7146064	01/01/2025 01/01/2025	01/01/2026 01/01/2026	☒ 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
A	Prof. Liability			GLO127903	03/19/2025	03/19/2026	\$1,000,000

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

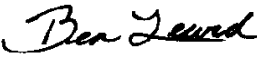
** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Jayne Gunter, Member
 Catherine Coleman Gunter, member
 Hayden F. Gunter, member
 (See Attached Descriptions)

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 
--	--

DESCRIPTIONS (Continued from Page 1)

City of Mobile is named Additional Insured with regard to the liability policies of the Named Insured, but only with respect to and to the extent of the liabilities assumed by the Named Insured under written contract, agreement or permit and subject to the provisions and limitations of the policy.

The General Liability and Automobile Liability policies are written on a Primary and Noncontributory basis when required by or permit and subject to the provisions and limitations of the policy.

Waiver of subrogation applies to General Liability, Automobile Liability and Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

Umbrella Follows Form

30 Days notice of cancellation applies to General Liability, Automobile Liability and Umbrella Liability.

EXHIBIT C Contractor E-Verify Compliance



Company ID Number: 429283

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 Twin City Security, 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: 429283

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: 429283

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: 429283

(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: 429283

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.

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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



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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



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- 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.



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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



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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.

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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.



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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.



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Approved by:

Employer Twin City Security, LLC	
Name (Please Type or Print) Jason s Jenkins	Title
Signature Electronically Signed	Date 07/06/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/06/2011



Company ID Number: 429283

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Twin City Security, LLC
Company Facility Address	2200 Executive Park Dr. Opelika, AL 36801
Company Alternate Address	2200 Executive Park Dr. Opelika, AL 36801
County or Parish	LEE
Employer Identification Number	202039596
North American Industry Classification Systems Code	541
Parent Company	na
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 429283

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: 429283

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kavdie Earnest
Phone Number 3347498385
Fax 3347493746
Email kavdieearnest@outlook.com

Name Jackie Pitts
Phone Number 3347498385
Fax 3347493746
Email jackie200844@yahoo.com

Name Bradford H Bass
Phone Number 3347498385
Fax 3347493746
Email bass.brad1@gmail.com



Company ID Number: 429283

This list represents the first 20 Program Administrators listed for this company.

BID TABULATION SHEET FOR BID #5947
UNARMED GUARD AND PROTECTIVE SERVICES

Twin City Security LLC	\$15.49/HR
Community Security Services LLC	\$16.50/HR
King Security Services LLC	\$16.99/HR
Weiser Security Services, INC.	\$17.80/HR
Universal Protective Services LLC, DBA Allied Universal Security Services	\$20.64/HR
Dynamic Security, INC.	\$21.30/HR
Premier Protective Security	\$24.50/HR
Vets Securing America	\$25.41/HR



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Tractor & Equipment Company for street sweeper brooms and mandrels. Prices good through for one year, renewable for two additional one-year periods.

Amount of Contract:

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

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Broom Agenda Package Bids

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 22 April 2025
Date

Item No. _____

Submitted by: _____
Procurement Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for Street Sweeper brooms and mandrels

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Tractor & Equipment Company for street sweeper brooms and mandrels. Prices good through for one year, renewable for two additional one-year periods.
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

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

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

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

If not bid, state reason: Sealed Bid 5944

How many bidders received bid packages (if applicable): 26 + web

How many bidders submitted bids (if applicable): 4

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5944</u>	Street Sweeper Brooms & Mandrels	3	See bid tabulation	One year, renewable for two additional one year periods.	<u>(206760) Tractor & Equipment Company</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5944
STREET SWEEPER BRUSHES AND BROOMS

	TRACTOR & EQUIPMENT	SANSOM	INGRAM	UNITED ROTARY BRUSH
GUTTER BROOM	Keystone \$124.04	Keystone \$145.50	Elgin \$206.32	United \$125.00
MANDREL	Keystone \$468.75	Keystone \$540.75	Elgin \$1055.72	United \$655.00
TAIL BROOM REFILL	Keystone \$427.83	Keystone \$463.20	Elgin \$656.67	United \$380.00

Mandrel/Tail Broom awarded as low bid for combined both prices.

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 04/10/2025	BID NO. 5944	DEPARTMENT Municipal Garage	Commodities to be delivered F.O.B. Mobile to: To Be Specified
--------------------	-----------------	--------------------------------	--

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

12:01 P.M. Friday, April 25, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 150-300	STREET SWEEPER BRUSHES AND BROOMS Brooms Gutter for Elgin Pelican Street Sweepers. Four Section-Standard Oil Tempered Gutter Broom to be provided with all mounting nuts and bolts. Keystone #30554, 250kp, Elgin #7873221 The above to be OEM/Elgin or equal Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City purchased 160 gutter brooms for the Elgin Pelican Sweepers. Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods. THE ABOVE TO BE AWARDED ALL OR NONE					
			TOTAL			

Page 1 of 4

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 THE FOLLOWING TO BE AWARDED ALL OR NONE Appx 2-15 Tail Broom Strip Brush Mandrel to fit Elgin Pelican Street Sweepers. United Rotary Brush Part #27-AP66/27-AP66/SS, Elgin Pelican Part #7970076, Keystone Plastics #410 All-Pro Mandrel or Equal. Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City purchased 2 Mandrel for Elgin Eagle Sweepers. Appx 25-50 Tail Broom Strip Brush Refill for Elgin Pelican Street Sweeper. Refill consists of approximately 18 refill strips. United Rotary Brush #20-130660AP, Elgin #7970066, Keystone Plastics #466 Pelican All-Pro or Equal. Make _____ Model _____ Provide literature and specifications on product bid. In the last 12 months, the City of Mobile purchased 28 (twenty-eight) Tail Broom Strip refills for Elgin Eagle Street Sweepers. City is currently using Keystone products for the above 2 items. Pricing to be firm for a one (1) year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one (1) year periods. THE ABOVE TWO ITEMS TO BE AWARDED ALL OR NONE					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

Page 140 of 769

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during a uthorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.					
			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 competed order.



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: June 24, 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 one each 2025 Ford Bronco Sport 4WD SUV for Build Mobile & Facilities Maint, and two 2025 Ford F250 Transit cargo vans for Facilities Maintenance.

Amount of Contract:

\$169,829.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Long Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 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 one each 2025 Ford Bronco Sport 4WD SUV for Build Mobile & Facilities Maint, and two 2025 Ford F250 Transit cargo vans for Facilities Maintenance. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$169,829.00

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>25757,</u> <u>25779</u> <u>25782</u>	2025	(F7000) MOTOR POOL	ONE EACH 2025 FORD BRONCO SPORT 4WD SUV FOR BUILD MOBILE AND FACILITIES MAINTENANCE; TWO 2025 FORD F250 TRANSIT CARGO VANS FOR FACILITIES MAINTENANCE (AL STATE CONTRACT)	\$169,829.00	<u>(290649) LONG LEWIS FORD OF THE SHOALS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 1
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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
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2025 OR NEWER 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	1.00 EACH	30370.50000	30370.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 2
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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
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	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, FRONT & REAR FLOOR LINERS HD RUBBER;CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED;DAYTIME RUNNING LAMPS WITH THE FOLLOWING OPTIONS : 50C MATS 51B CARGO MAT 942 DAYLIGHT RUNNING LIGHTS WHITE IN COLOR AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123 LINE 2			

Additional Description Notes

2025 OR NEWER 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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	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
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	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" 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, FRONT & REAR FLOOR LINERS HD RUBBER;CARGO MAT-HEAVY DUTY MAT PRE-INSTALLED;DAYTIME RUNNING LAMPS			

AS REQUESTED BY 3040-BUILD MOBILE

1	1000.45.20.5530.5530.3000.0000.0000.45040.	30370.50
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Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

002 FREIGHT	1.00 EACH	738.00000	738.00
Vendor Item Inventory Item/Loc 14009			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	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
06/11/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
1 1000.45.20.5530.5530.3000.0000.0000.45040.			738.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 31108.50

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

Account	Amount	Remaining Budget
1000.45.20.5530.5530.3000.0000.0000.45040.	31108.50	4406.26
INSPECTION EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	06/11/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/11/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/11/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	06/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/11/25	ANNE FOLEY	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025757-00 FY 2025 PO 25010145 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 5
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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
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/11/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025779-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved
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Page 1

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
06/11/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER 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	1.00 EACH	29995.50000	29995.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025779-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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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
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	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 PER STATE OF ALABAMA CONTRACT T-191 MA220000003123-2 Additional Description Notes ----- 2025 OR NEWER 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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025779-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	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
06/11/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	UP TO 5, WIRELESS CHARGING PAD, REVERSE SENSORS.			
	AS REQUESTED BY 3035-FACILITIES MAINT.			
1	1000.45.20.3030.3035.3030.0000.0000.45040.			29995.50
	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	1000.45.20.3030.3035.3030.0000.0000.45040.			738.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025779-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	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
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	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 30733.50

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

Account	Amount	Remaining Budget
1000.45.20.3030.3035.3030.0000.0000.45040.	30733.50	4406.26
FACILITY MAINTENANCE EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	06/12/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/12/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/12/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/12/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	06/12/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/12/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/12/25	JOHN PAINE	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025779-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved
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Page 5

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025782-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved
--	--

Page 1

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 FORD F250 TRANSIT VAN MEDIUM ROOF AS FOLLOWS: MEDIUM ROOF 148" WB, LONGRWD, TRANSIT MEDIUM ROOF VAN, HEAVY DUTY TRAILER TOW PKG;BULKHEAD W/WINDOW (MEDIUM ROOF); FIXED SHELVING-BOTH SIDES (M/H); RUNNING BOARDS; WHITE IN COLOR WITH THE FOLLOWING OPTIONS R1C MED ROOF 148 WB RWD 53B HD TRAILER TOW PKG 47U BULKHEAD WITH WINDOW AFTR 4 CORNER STROBES 66J FIXED SHELVING BOTH SIDES 68H RUNNING BOARDS PYZ WHITE IN COLOR AS PER STATE OF ALABAMA CONTRACT T-191 MA22000003123-11 Additional Description Notes ----- FORD F250 TRANSIT VAN MEDIUM ROOF AS FOLLOWS: MEDIUM ROOF 148" WB, LONGRWD, TRANSIT MEDIUM ROOF VAN, HEAVY DUTY TRAILER TOW PKG;BULKHEAD W/WINDOW (MEDIUM ROOF); FIXED SHELVING-BOTH SIDES (M/H); RUNNING BOARDS; WHITE IN COLOR AS REQUESTED BY 3035-FACILITIES MAINT.	2.00 EACH	53255.50000	106511.00
1 1000.45.20.3030.3035.3030.0000.0000.45040.			106511.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025782-00 FY 2025 Acct No: 1000.45.20.3030.3035.3030.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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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
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	1290649				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	738.00000	1476.00
Vendor Item Inventory Item/Loc 14009			
1 1000.45.20.3030.3035.3030.0000.0000.45040.			1476.00
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			

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	334-242-4610

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: June 24, 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 one 2025 Ford F150 AWD Transit cargo van for Animal Services.

Amount of Contract:

\$56,413.50

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Long2 Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 June 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 one 2025 Ford F150
AWD Transit cargo van for Animal Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$56,413.50

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>25802</u>	2025	(F7000) MOTOR POOL	ONE 2025 FORD F150 TRANSIT AWD CARGO VAN FOR ANIMAL SERVICES (AL STATE CONTRACT)	\$56,413.50	<u>(290649) LONG LEWIS FORD OF THE SHOALS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025802-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved
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Page 1

Vendor LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD TRANSIT 150 MEDIUM ROOF VAN AS FOLLOWS: TRANSIT 150 CARGO VAN MEDIUM ROOF 148" LONG WB AWD;FULL REAR COMPARTMENT LIGHT;253-DEG HINGE OPENING (LR/MED); BACKUP ALARM;SPARE WHEEL AND TIRE;FRONT FOG LAMP;FRONT & REAR VINYL FLOOR COVERING;TIE DOWN HOOKS;REVERSE SENSING SYSTEM;ALL-WEATHER FLOOR MATS;4 CORNER STROBES;DRIVER/PASS VINYL SEAT W/ARM REST;EXTENDED LENGTH RUNNING BOARDS;DRIVER CONTROL FRONT/REAR AIR;AM/FM w/SYNC 3;VIRTUAL REARVIEW MIRROR; 2 ADDITIONAL KEYS (4TOTAL);WHITE IN COLOR WITH THE FOLLOWING OPTIONS E2C MED ROOF 148 WB AWD 15f REAR COMPT LIGHT 18P 253 DEGREE HINGE 43B BACK UP ALARM 51D SPARE TIRE 55D FRONT FOG LAMP 16E VINYL FLOOR COVERING 17P TIE DOENS43R REVERSE SENSING86W FLOOR MATS AFTR 4 CORNER STROBES 21P PASSENGER VINYL SEAT 68J EXT RUNNING BOARDS 57G DRIVER CONTR 58V RADIO 66C REAR VIEW MIRROR VIRTUAL86F ADDITIONAL KEYS AS PER STATE OD ALABAMA	1.00 EACH	55675.50000	55675.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025802-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved	Page 2
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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
06/12/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	CONTRACT T-191 MA22000003123-11			

Additional Description Notes

2025 OR NEWER FORD TRANSIT 150 MEDIUM ROOF VAN AS FOLLOWS:

TRANSIT 150 CARGO VAN MEDIUM ROOF 148" LONG WB AWD;FULL REAR COMPARTMENT LIGHT;253-DEG HINGE OPENING (LR/MED); BACKUP ALARM;SPARE WHEEL AND TIRE;FRONT FOG LAMP;FRONT & REAR VINYL FLOOR COVERING;TIE DOWN HOOKS;REVERSE SENSING SYSTEM;ALL-WEATHER FLOOR MATS;4 CORNER STROBES;DRIVER/PASS VINYL SEAT W/ARM REST;EXTENDED LENGTH RUNNING BOARDS;DRIVER CONTROL FRONT/REAR AIR;AM/FM w/SYNC 3;VIRTUAL REARVIEW MIRROR; 2 ADDITIONAL KEYS (4TOTAL);WHITE IN COLOR

AS REQUESTED BY 1546-ANIMAL SERVICES

1	1000.30.23.1546.1546.2300.0000.0000.45040.	55675.50
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Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025802-00 FY 2025 Acct No: 1000.30.23.1546.1546.2300.0000.0000.45040. Review: Buyer: Status: Approved	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
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	290649				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
002 FREIGHT	369.00 EACH	2.00000	738.00

Vendor Item
Inventory Item/Loc 14009

1 1000.30.23.1546.1546.2300.0000.0000.45040. 738.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 56413.50

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

Account	Amount	Remaining Budget
1000.30.23.1546.1546.2300.0000.0000.45040.	56413.50	265807.05
ANIMAL SHELTER EXP	MOTOR POOL BUDGET RATE	

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

Activity	Date	Clerk	Comment
Approved	06/12/25	DONALD ROSE	Auto approved by: 9105paij

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	334-242-4610

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: June 24, 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 three 2025 Ford Maverick XLT crew cab pickup trucks and one 2025 Ford Explorer SUV for Build Mobile.

Amount of Contract:

\$131,065.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250612 Stivers2 Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 17 June 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 three 2025 Ford Maverick XLT crew cab pickup trucks and one 2025 Ford Explorer SUV for Build Mobile.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$131,065.00

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>25752</u> <u>25759</u>	2025	(F7000) MOTOR POOL	THREE 2025 FORD MAVERICK XLT CREW CAB PICKUP TRUCKS AND ONE 2025 FORD EXPLORER SUV FOR BUILD MOBILE (AL STATE CONTRACT)	\$131,065.00	(<u>292393</u>) <u>STIVERS FORD</u> <u>LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025752-00 FY 2025 PO 25010146 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 1
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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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER MAVERICK XLT CREW CAB AWD 302A PACKAGE AS FOLLOWS: OXFORD WHITE IN COLOR;CLOTH SEATS-BLUE;4-CORNER STROBES-WHITE FRONT/AMBER REAR ; ALL WEATHER FLOOR MATS WITH THE FOLLOWING OPTIONS: W8J MAVERICK 7B CLOTH SEATS ST1 4 CORNER STROBES FM2 FLOOR MATS AS PER STATE OF ALABAMA CONTRACT T-191 MA22*****3128-6 Additional Description Notes ----- 2025 OR NEWER MAVERICK XLT CREW CAB AWD 302A PACKAGE AS FOLLOWS: OXFORD WHITE IN COLOR;CLOTH SEATS-BLUE;4-CORNER STROBES-WHITE FRONT/AMBER REAR ; ALL WEATHER FLOOR MATS AS REQUESTED BY 3040- BUILD MOBILE	3.00 EACH	30465.00000	91395.00
1 1000.45.20.5530.5530.3000.0000.0000.45040.			91395.00

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 00025752-00 FY 2025 PO 25010146 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604	3.00 EACH	344.00000	1032.00
1	1000.45.20.5530.5530.3000.0000.0000.45040.			1032.00

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 92427.00

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

Account	Amount	Remaining Budget
1000.45.20.5530.5530.3000.0000.0000.45040.	92427.00	4406.26

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025752-00 FY 2025 PO 25010146 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	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
06/11/25	292393				MOTOR POOL

Account INSPECTION EXP	Amount MOTOR POOL BUDGET RATE	Remaining Budget
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	06/11/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/11/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/11/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	06/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/11/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/11/25	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025759-00 FY 2025 PO 25010147 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 1
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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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD EXPLORER AS FOLLOWS: K7D EXPLORER 2WD MODEL-"ACTIVE" W/2ND ROW BENCH;OXFORD WHITE;DAYTIME RUNNING LAMPS WITH TEH FOLLOWING OPTIONS: K7D 2WD 942 DAYLIGHT RUNNING LIGHTS AS PER STATE OF ALABAMA CONTRACT T-191, MA22000003128-3 Additional Description Notes	1.00 EACH	38294.00000	38294.00

2025 OR NEWER FORD EXPLORER AS FOLLOWS:

K7D EXPLORER 2WD MODEL-"ACTIVE" W/2ND ROW BENCH;OXFORD WHITE;DAYTIME RUNNING LAMPS

AS REQUESTED BY 3040-BUILD MOBILE

1 1000.45.20.5530.5530.3000.0000.0000.45040.	38294.00
--	----------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025759-00 FY 2025 PO 25010147 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 2
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Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
Fax 334-613-5018

Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
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002	FREIGHT	172.00 EACH	2.00000	344.00
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Vendor Item
Inventory Item/Loc 14009

1	1000.45.20.5530.5530.3000.0000.0000.45040.			344.00
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Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET
MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	38638.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.45.20.5530.5530.3000.0000.0000.45040.	38638.00	4406.26
INSPECTION EXP	MOTOR POOL BUDGET RATE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025759-00 FY 2025 PO 25010147 Acct No: 1000.45.20.5530.5530.3000.0000.0000.45040. Review: Buyer: Status: Converted	Page 3
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Vendor
 STIVERS FORD LINCOLN INC
 4000 EASTERN BLVD

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MONTGOMERY, AL 36116

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#334-613-5000
 Fax 334-613-5018

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	06/11/25	DONALD ROSE	Auto approved by: 9105paij	
Approved	06/11/25	SANDRA LEWIS	Auto approved by: 9105paij	
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Approved	06/11/25	JOHNNIE HARRUB	Auto approved by: 9105paij	
Approved	06/11/25	SAMANTHA COOLEY	Auto approved by: 9105paij	
Approved	06/11/25	ANNE FOLEY	Auto approved by: 9105paij	
Approved	06/11/25	JOHN PAINE		

Authorized By: _____ Date: _____
 Signature

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	334-242-4610

1 Record(s)

Supplier Contact

0 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

6/15/2022

End Date

6/14/2026

Documents

- [Stivers Ford Disclosure and E Verify.pdf](#)
- [Updated_Ford-T191_All_T__C_-_5-23-22 \(3\).pdf](#)
- [Master_Agreement_V2 \(5\).pdf](#)

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	40,169.00 Each
Ford Maverick	220000003128-6	26,189.00 Each

- [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 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
Ford Diesel Engine Upgrade	220000003128-29	9,756.00	Each
Ford Diesel Engine Upgrade	220000003128-31	9,756.00	Each

Item Name	Product Code		UOM
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

C#5404



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Asphalt Services, Inc. for resurfacing, striping and concrete ADA ramps.

Amount of Contract:

\$3,379,238.77

Funding Source

C1026

ATTACHMENTS:

1. 2025-3005-19 Downtown Street Optimization Resurfacing and Striping (Asphalt Services, Inc.) contract

REVIEWERS:

Lana Gauthier

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Downtown Street Optimization (Resurfacing and Striping) (D2);
COM Project# 2025-3005-19

PROJECT #: C1026 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Resurfacing and Striping

CONTRACT AMOUNT: \$3,379,238.77

VENDOR NAME: Asphalt Services, Inc.

VENDOR NUMBER: 275656

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 6/11/2025

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman William Carroll

WHEREAS, bids for resurfacing and striping for district 2 were received and opened on April 23, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Asphalt Services, Inc., contract in the amount of \$3,379,238.77.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Asphalt Services, Inc.

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: Asphalt Services, Inc.

Project Name: Downtown Street Optimization (Resurfacing and Striping) (D2)

Project Number: 2025-3005-19

Amount: \$3,379,238.77

Adopted:

City Clerk



**DOWNTOWN STREET
OPTIMIZATION
(RESURFACING AND STRIPING)**

PROJECT No. 2025-3005-19

BID DATE — APRIL 23, 2025

04-04-2025



ADDENDUM NO. 1



PROJECT NO: 2025-3005-19
PROJECT DESCRIPTION: DOWNTOWN STREET OPTIMIZATION – RESURFACING AND STRIPING
PROJECT OWNER: CITY OF MOBILE – ENGINEERING DEPARTMENT
OWNER REP / ENGINEER: VOLKERT INC. / JORDAN STRINGFELLOW, P.E.
DATE OF ISSUE: April 21, 2025
RECIPIENT: Meeting Attendees and Plan Holders

ADDENDUM NO. 1

The information included in Addendum No. 1 and attachments hereto shall be considered in preparation of the proposal for the above referenced project and shall be made part of the Contract Documents and Specifications of the above referenced project.

A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID. CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY EMAILING THE SIGNED COPY TO JORDAN STRINGFELLOW (JORDAN.STRINGFELLOW@VOLKERT.COM) AND TAMMY LAMBETH (TAMMY.LAMBETH@CITYOFMOBILE.ORG) BY 5:00 P.M., TUESDAY, APRIL 22, 2025; ATTACH THE ADDENDUM TO THE INSIDE OF FRONT COVER OF THE BID DOCUMENT. FAILURE TO ACKNOWLEDGE THIS ADDENDUM MAY RESULT IN NON-RESPONSIVE PROPOSAL.

PROPOSAL MODIFICATIONS, ITEMS OF CLARIFICATION, RESPONSES

QUESTIONS

1. Will an ALDOT concrete mix be required or will an approved 3000 psi mix be accepted?

ANSWER: The contract is under the jurisdiction of the 2022 Alabama Department of Transportation Standard Specifications for Highway Construction, therefore, an ALDOT approved concrete mix design will be required.

2. Project note #14 states that truncated domes are subsidiary to the sidewalk. Please clarify.

ANSWER: Project note #14 has been revised. The truncated domes shall be paid under pay item 618C-001 Detectable Warning Surface.

ADDENDUM NO. 1



3. The note at the bottom of the summary of quantities sheet states that removal of existing sidewalk and curb for the curb ramps is subsidiary item to the curb ramp. Please clarify.

ANSWER: The note on plan sheet #3 has been removed. Removal of sidewalk and curb as necessary to install the required curb ramps shall be measured and paid separately from the installation of the curb ramps.

4. Could a pay item for 6" sidewalk at driveways be added?

ANSWER: Yes, pay item 618A-001 Concrete Sidewalk, 6" thick has been added to the summary of quantities.

5. Please specify if the granite curb is to be required.

ANSWER: The pay item for granite curb has been removed from the project.

6. Can the contract days be changed from calendar to working days?

ANSWER: Yes, the contract time has been revised to 150 working days.

7. Can the DBE goal be lowered?

ANSWER: The DBE goal will remain at 15%.

8. **GENERAL COMMENT:** Please note blue raised pavement markers shall be placed on the roadway at locations of existing fire hydrants. Project note #25 has been added to the plans to clarify this requirement.

9. **GENERAL COMMENT:** Please note that yellow/yellow pavement markers shall be placed on Royal Street at 80' on center. Project note #26 has been added to clarify this requirement. Pay Item number 705A-037 has been added to the summary of quantities.

10. **GENERAL COMMENT:** Please note that the city supplemental specification states that there will be no direct payment for tack coat. The cost shall be absorbed in other items of work. Pay Item 405A-000 Tack Coat has been removed from the summary of quantities. Project note #27 has been added to clarify this requirement.

11. **GENERAL COMMENT:** Please note that the project is no longer broken into two projects. There will be one summary of quantities and one set of quantities in the

ADDENDUM NO. 1



proposal section of the contract documents. Both the summary of quantities sheet in the plans and the bid proposal forms have been revised.

12. **GENERAL COMMENT:** All work related to parking meters have been removed from the project. Please disregard any notes or callouts in the plans regarding parking meters.
13. **GENERAL COMMENT:** Please review the revised sequence of construction plan on sheet 290 of the issued for bid plans. Pay item numbers 701H000 and 703C001 for removal of existing traffic striping and markings were added to the summary of quantities.
14. **GENERAL COMMENT:** Please note that there are a few locations where proposed ADA ramps may be in conflict with existing fire hydrants, valves, or meters. Pay Item numbers 641E500 Fire Hydrant Reset, 641R515 1 Inch Water Meter and Box Reset, and 641S500 Valve Box Reset have been added to the summary of quantities. Please note that project note #28 was added to plan sheet #2N regarding coordination with MAWSS.
15. Can the excel spreadsheet with the contract quantities be shared?

ANSWER: Yes, the spreadsheet is attached with this addendum. Volkert is not responsible for any arithmetic errors or other irregularities caused by use of the excel spreadsheet. Contractors may use the spreadsheet at their own risk.
16. Can the pay item 665Z-000 Erosion Control Scheme be removed and replaced with 665Q002 Wattle?

ANSWER: Yes, the pay item for erosion control scheme has been removed and replaced with 665Q002 Wattle. Project note #25 has been removed from the project notes sheet.
17. Can a detail for the Type E inlets be provided?

ANSWER: The Type E inlet special detail has been added to plan sheet number 2L. See plan sheet in Appendix A of this addendum.
18. **GENERAL COMMENT:** Please note that the quantity for pay item number 742A001 Portable Changeable Message Sign, Type 2 was revised to four (4) each.
19. **GENERAL COMMENT:** Please note that the quantity for pay item number 701G-265 Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide) has been increased to accommodate for striping of Bayou and Scott St from Dauphin Street to Congress Street. A note was added to plan sheets 44 and 74 for clarification of this requirement.

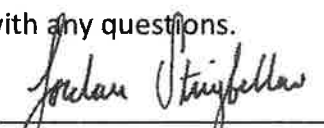
ADDENDUM NO. 1



20. **GENERAL COMMENT:** Please note that Item III Proposal of the contract documents have been revised. Please see Appendix B for the revised proposal form. The attached revised Item III Proposal sheets shall fully replace the previous Item III sheets in the contract documents.
21. **GENERAL COMMENT:** Please note that the Accounting of Sales Tax Form in Attachment G of the sales tax form has been revised. Please see Appendix C for the revised form. The attached revised form shall fully replace the previous version in the contract documents.
22. Can the Asphalt index be adjusted on this project?
- ANSWER:** No, per Item VIII of the contract documents, there shall be no adjustments to the asphalt index.
23. **GENERAL COMMENT:** Please note that a copy of the mandatory pre-bid sign in sheet and meeting minutes have been attached in Appendix D of this addendum.
24. **GENERAL COMMENT:** Please note that questions will be received until 10 A.M. tomorrow morning, 4/22/2025. If there are questions, an addendum will be issued promptly.

Please call with any questions.

Issued By:


Jordan Stringfellow, P.E.
Assistant Vice President

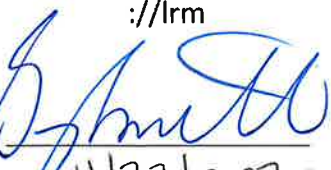
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BIDDER:

BY:

DATE:


4/22/2025
GREG SMITH

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY EMAILING THE SIGNED COPY TO JORDAN STRINGFELLOW (JORDAN.STRINGFELLOW@VOLKERT.COM) AND TAMMY LAMBETH (TAMMY.LAMBETH@CITYOFMOBILE.ORG) BY 5:00 P.M., TUESDAY, APRIL 22, 2025.

ADDENDUM NO. 2



PROJECT NO: 2025-3005-19
PROJECT DESCRIPTION: DOWNTOWN STREET OPTIMIZATION – RESURFACING AND STRIPING
PROJECT OWNER: CITY OF MOBILE – ENGINEERING DEPARTMENT
OWNER REP / ENGINEER: VOLKERT INC. / JORDAN STRINGFELLOW, P.E.
DATE OF ISSUE: April 22, 2025
RECIPIENT: Meeting Attendees and Plan Holders

ADDENDUM NO. 2

The information included in Addendum No. 2 and attachments hereto shall be considered in preparation of the proposal for the above referenced project and shall be made part of the Contract Documents and Specifications of the above referenced project.

A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID. CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 2 BY EMAILING THE SIGNED COPY TO JORDAN STRINGFELLOW (JORDAN.STRINGFELLOW@VOLKERT.COM) AND TAMMY LAMBETH (TAMMY.LAMBETH@CITYOFMOBILE.ORG) BY 5:00 P.M., TUESDAY, APRIL 22, 2025; ATTACH THE ADDENDUM TO THE INSIDE OF FRONT COVER OF THE BID DOCUMENT. FAILURE TO ACKNOWLEDGE THIS ADDENDUM MAY RESULT IN NON-RESPONSIVE PROPOSAL.

PROPOSAL MODIFICATIONS, ITEMS OF CLARIFICATION, RESPONSES

QUESTIONS

1. Will the fire hydrant relocation include adding a new tap or just adding an offset the existing line?

ANSWER: The fire hydrant relocations will have to be evaluated on a case by case basis. Ideally, new taps would be avoided and an offset would just be added to the existing line. However, the field conditions will have to be evaluated at each conflict location to determine how to best relocate the hydrant.

ADDENDUM NO. 2



2. Can a pay item for blue pavement markers be added?

ANSWER: Yes, a pay item specific to blue pavement markers has been added. Please see revised summary of quantities sheet and project notes sheet in Appendix A and revised proposal sheet in Appendix B. Please ensure that the most up to date spreadsheet is utilized for bidding purposes. As mentioned in Addendum 1, neither the City of Mobile nor Volkert is responsible for any arithmetic errors or other irregularities caused by the use of the excel spreadsheet. Contractors may use the spreadsheet at their own risk.

3. Can Phase 2 of the sequence of construction be revised to convert the streets the final configuration prior to mill and pave operation?

ANSWER: The sequence of construction has been provided as a recommendation for bidding purposes. However, the contractor shall submit a paving sequence and traffic control plan prior to commencement of construction. The contractor's sequencing plan can differ from the recommendations in the construction plans. There are pay items included to cover items of work that may need to occur in the contractor's submitted sequence.

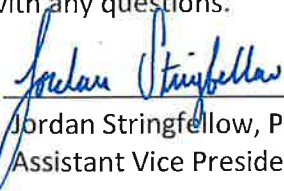
4. Can the bid date be postponed a week?

ANSWER: The bid date shall remain as planned for 4/23/2025.

5. **General Comment:** Please note that the unit for pay item SP-009 Portable Project Sign was revised to "EACH".

Please call with any questions.

Issued By:


Jordan Stringfellow, P.E.
Assistant Vice President

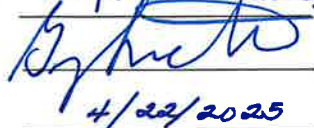
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EMAILED
4/22/2025

BIDDER:

Asphalt Services, Inc.

BY:


4/22/2025

DATE:

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 2 BY EMAILING THE SIGNED COPY TO JORDAN STRINGFELLOW (JORDAN.STRINGFELLOW@VOLKERT.COM) AND TAMMY LAMBETH (TAMMY.LAMBETH@CITYOFMOBILE.ORG) BY 5:00

A Century of Integrity in Infrastructure

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Advertisement for Bids	I
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Contractor's Insurance Certification.....	Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report.....	Attachment C
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ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, APRIL 23, 2025, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2025-3005-19
Project: **DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)**
Project Description: Resurfacing, Restriping, and Concrete ADA Ramps

Plans and specifications may be inspected at no charge online at www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project #9598338 on the website's project search page.

Complete digital plans and contract documents shall be purchased and obtained electronically from Volkert's website, www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project #9598338 on the website's project search page. Please contact QuestCDN customer support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information. A payment of \$22.00 will be required to download the plans and contract documents.

The Contractor must purchase and obtain the plans and specifications from the website listed above or obtain them from Volkert in order to submit a bid. Bids must be submitted upon the forms included within the contract documents and specifications. Bids shall include all pages included in the contract Bid Documents. Submission of the entire contract book is required.

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 21, 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 16, 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 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) 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 **DOWNTOWN STREET OPTIMIZATION (RESURFACING AND STRIPING)**, City of Mobile Project No. **2025-3005-19**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES MARCH 26TH, APRIL 2ND, AND APRIL 9TH, 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, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default:

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **DOWNTOWN STREET OPTIMIZATION (RESURFACING AND STRIPING)**, City of Mobile Project No. **2025-3005-19**, 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.

Appendix B

Revised Item III Proposal

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date April 23, 2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by Volkert, Inc., as well as the premises

**Project Name: DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)**

Project No: 2025-3005-19

Project Description: Resurfacing, Restriping, and Concrete ADA Ramps

The Bidder further agrees to construct the improvements in **150 working days**.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on April 21, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206C000	1346	SQUARE YARD	REMOVING CONCRETE SIDEWALK	Twelve Dollars and No Cents	\$12.00	\$16,152.00
206C010	400	SQUARE YARD	REMOVING CONCRETE DRIVEWAY	Fifteen Dollars and No Cents	\$15.00	\$6,000.00
206D002	400	LINEAR FOOT	REMOVING CURB	Twelve Dollars and No Cents	\$12.00	\$4,800.00
206D003	400	LINEAR FOOT	REMOVING CURB AND GUTTER	Twelve Dollars and No Cents	\$12.00	\$4,800.00
206E001	10	EACH	REMOVING INLETS	Four Hundred Fifty Dollars and No Cents	\$450.00	\$4,500.00
210A000	30	CUBIC YARD	UNCLASSIFIED EXCAVATION	Twenty Five Dollars and No Cents	\$25.00	\$750.00
210D020	30	CUBIC YARD	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A2 OR BETTER)	Thirty Dollars and No Cents	\$30.00	\$900.00
214A000	20	CUBIC YARD	STRUCTURE EXCAVATION	Thirty Dollars and No Cents	\$30.00	\$600.00
214B001	20	CUBIC YARD	FOUNDATION BACKFILL, COMMERCIAL	Eighty Five Dollars and No Cents	\$85.00	\$1,700.00
301A012	500	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Twenty Six Dollars and No Cents	\$26.00	\$13,000.00
408A052	126925	SQUARE YARD	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	No Dollars and Fifty Cents	\$0.50	\$63,462.50

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
424A360	10471	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Eighteen Dollars and No Cents	\$118.00	\$1,235,578.00
424A363	1050	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Twenty Dollars and No Cents	\$120.00	\$126,000.00
424A366	1050	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Fifteen Dollars and No Cents	\$115.00	\$120,750.00
600A000	1	LUMP SUM	MOBILIZATION	Ninety One Thousand One Hundred Eighty Eight Dollars and No Cents	\$91,188.00	\$91,188.00
618A000	400	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK	Sixty Dollars and Eighty Cents	\$60.80	\$24,320.00
618A001	400	SQUARE YARD	CONCRETE SIDEWALK, 6" THICK	Eighty Eight Dollars and Ten Cents	\$88.10	\$35,240.00
618B003	429	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	Eighty Nine Dollars and Twenty Five Cents	\$89.25	\$38,288.25
618C001	3070	SQUARE FOOT	DETECTABLE WARNING SURFACE	Thirty Eight Dollars and No Cents	\$38.00	\$116,660.00
618D000	1228	SQUARE YARD	CURB RAMP	Eighty Five Dollars and Seventy Cents	\$85.70	\$105,239.60
620A000	10	CUBIC YARD	MINOR STRUCTURE CONCRETE	Six Hundred Twenty Five Dollars and No Cents	\$625.00	\$6,250.00
621C008	10	EACH	INLETS, TYPE E	Four Thousand Five Hundred Dollars and No Cents	\$4,500.00	\$45,000.00

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621C015	10	EACH	INLETS, TYPE S1 OR S3 (1 WING)	Three Thousand Two Hundred Dollars and No Cents	\$3,200.00	\$32,000.00
623B000	400	LINEAR FOOT	CONCRETE CURB, TYPE N	Thirty Dollars and No Cents	\$30.00	\$12,000.00
623C000	400	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE C	Thirty Four Dollars and No Cents	\$34.00	\$13,600.00
641E500	17	EACH	FIRE HYDRANT RESET	Three Thousand Two Hundred Dollars and No Cents	\$3,200.00	\$54,400.00
641R515	3	EACH	1 INCH WATER METER AND BOX RESET	Six Hundred Dollars and No Cents	\$600.00	\$1,800.00
641S500	3	EACH	VALVE BOX RESET	Four Hundred Dollars and No Cents	\$400.00	\$1,200.00
650A000	30	CUBIC YARD	TOPSOIL	Forty Dollars and No Cents	\$40.00	\$1,200.00
654A000	200	SQUARE YARD	SOLID SODDING (MATCH EXISTING)	Seven Dollars and No Cents	\$7.00	\$1,400.00
665E000	500	SQUARE YARD	POLYETHYLENE	No Dollars and Fifty Cents	\$0.50	\$250.00
665Q002	5496	LINEAR FOOT	WATTLE	Eight Dollars and No Cents	\$8.00	\$43,968.00
701B205	3651	LINEAR FOOT	DOTTED, CLASS 2, TYPE A, TRAFFIC STRIPE	One Dollar and Twenty Five Cents	\$1.25	\$4,563.75

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING
ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
701E000	69093	LINEAR FOOT	SOLID TEMPORARY TRAFFIC STRIPE	No Dollars and Thirty Cents	\$0.30	\$20,727.90
701G253	24272	LINEAR FOOT	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	One Dollar and Thirty Four Cents	\$1.34	\$32,524.48
701G265	44821	LINEAR FOOT	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	One Dollar and Thirty Four Cents	\$1.34	\$60,060.14
701H000	1500	LINEAR FOOT	SOLID TRAFFIC STRIPE REMOVED (PAINT)	One Dollar and Ten Cents	\$1.10	\$1,650.00
703A002	42611	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Six Dollars and Forty Five Cents	\$6.45	\$274,840.95
703C001	2520	SQUARE FOOT	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PLASTIC)	Two Dollars and Twenty Five Cents	\$2.25	\$5,670.00
703D001	42611	SQUARE FOOT	TEMPORARY TRAFFIC CONTROL MARKINGS	Two Dollars and Twenty Cents	\$2.20	\$93,744.20
705A037	230	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Twenty Five Cents	\$6.25	\$1,437.50
705A040	180	EACH	PAVEMENT MARKERS, CLASS A-H, BLUE PAVEMENT MARKERS FOR HYDRANT LOCATIONS	Ten Dollars and Seventy Five Cents	\$10.75	\$1,935.00
710A160	629	SQUARE FOOT	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	Fifty One Dollars and Twenty Five Cents	\$51.25	\$32,236.25
710A170	95	SQUARE FOOT	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	Forty Two Dollars and Forty Five Cents	\$42.45	\$4,032.75

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
710C000	1	LUMP SUM	REMOVAL OF EXISTING ROADWAY SIGNS	Thirty Two Thousand Fifty Five Dollars and No Cents	\$32,055.00	\$32,055.00
740A000	1	LUMP SUM	TRAFFIC CONTROL SCHEME	Thirty Thousand Dollars and No Cents	\$30,000.00	\$30,000.00
742A001	4	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	Three Thousand Nine Hundred Seventy Five Dollars and No Cents	\$3,975.00	\$15,900.00
999X000	1	LUMP SUM	ITEMS OF SIMILAR NATURE AS DETERMINED BY THE ENGINEER (MAXIMUM ALLOWABLE BID VALUE \$10,000)	Ten Thousand Dollars and No Cents	\$10,000.00	\$10,000.00
SP-001	9466	SQUARE FOOT	GREEN TRAFFIC CONTROL MARKINGS (BIKE MARKINGS)	Seventeen Dollars and No Cents	\$17.00	\$160,922.00
SP-002	1837	LINEAR FOOT	SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Five Dollars and Fifty Cents	\$5.50	\$10,103.50
SP-003	1194	LINEAR FOOT	SOLID RED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Five Dollars and Fifty Cents	\$5.50	\$6,567.00
SP-004	141	EACH	TYPE B DECORATIVE SIGN POST	Two Thousand Three Hundred Ninety Two Dollars and No Cents	\$2,392.00	\$337,272.00
SP-005	8	EACH	TYPE B DECORATIVE SIGN POST (REMOVE AND RESET)	Two Thousand Two Hundred Dollars and No Cents	\$2,200.00	\$17,600.00
SP-009	2	EACH	PORTABLE PROJECT SIGN	One Thousand Two Hundred Dollars and No Cents	\$1,200.00	\$2,400.00

ADDENDUM #2
Project No. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION - RESURFACING AND STRIPING

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
			TOTAL BID	Three Million Three Hundred Seventy Nine Thousand Two Hundred Thirty Eight Dollars and Seventy Seven Cents		\$3,379,238.77

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 ASPHALT SERVICES, INC.
SIGNATURE [Signature]
DATE 4/23/2025



Base Bid

Grand Total \$ 3,379,238.77

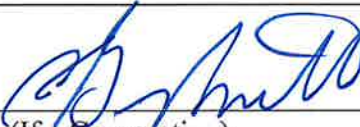
Grand Total Written in words Three Million, Three Hundred Seventy Nine Thousand,
Two Hundred Thirty Eight Dollars and Seventy Seven Cents

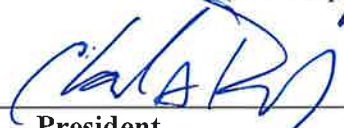
Number of working days to complete 150

Signature of Bidder *****
(If a firm or individual)

Address of Bidder 11045 Old Highway 31 Spanish Fort, Al. 36527

By ASPHALT SERVICES, INC.

Signature of Bidder  (Greg Smith, Senior Proj. Mgr.)
(If a Corporation)

By 
President
Charles A. Renfroe
Print

Business Address 11045 Old Highway 31
Spanish Fort, Al. 36527

Business Address _____

Business Address _____

Secretary
N/A
Print

Treasurer
N/A
Print

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered: **ALABAMA**

ATTEST: 
Secretary (Laurie S. Willcutt, Admin. Asst.)

22479
State License Number

Corporate Seal



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

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 23rd 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 / Obligor Services > Validated Bond Coverage, if you want to verify bond authenticity.

STATE OF ALABAMA

BID LIMIT: U
UNLIMITED
AMOUNT:



LICENSE NO.: 22479
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ASPHALT SERVICES INC

SPANISH FORT, AL 36527

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, EV-S: POL DISPENSING SYSTEM, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until December 31, 2025 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

19th day of December, 2024

Michael B. Ten

SECRETARY-TREASURER

Charles A. Carter, Jr.

CHAIRMAN

213814



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110
Bureau of Office Engineer
Plans and Proposals Section
Telephone: 334-242-6444 FAX: 334-264-7976
www.dot.state.al.us



Kay Ivey
Governor

John R. Cooper
Transportation Director

April 11, 2024

Asphalt Services, Inc.
11045 Old Highway 31
Spanish Fort, AL 36527

CONFIDENTIAL

To Whom It May Concern:

This is to certify that the above addressee is qualified under the rules and regulations of the Alabama Department of Transportation and Section 23-1-56, Code of Alabama 1975, to submit proposals for Highway and Bridge Construction, and which bids are to be taken by the Alabama Department of Transportation, subject to the following restrictions.

Your contractor identification number is **01-071**

The permissible amount of work under contract at any one time is: **\$75,349,470**

This certificate not valid after: **4/30/2025**

This certificate limits the holder to the classification of work indicated below:

☒ Flexible Paving

☒ Grading

☒ Minor Drainage

☒ Bit. Hot Mix Structural & Surface Course

☐ **Alabama Secretary of State Certificate of Existence:** Foreign corporations will not be awarded a federal aid project without having furnished this office a Secretary of State Certificate of Existence valid for a period covering the bid award date. Foreign corporations will not be issued a bidding proposal for any project exclusive of federal funding without having provided this office with a Secretary of State Certificate of Existence valid for a period covering the bid opening date.

☐ **Alabama General Contractors License:** You will not be awarded a federal aid project without having obtained an Alabama General Contractors License that is valid for a period covering the award date. Your bid on any project exclusive of federal funding will be rejected if you do not hold a valid Alabama General Contractors License and provide evidence of such in your bid package.

☐ **Memorandum of Understanding:** MOU concerning enrollment in the E-Verify program must be on file in this office before a project can be awarded.

Sincerely,

Joe H. Lister, Jr., P.E.
State Office Engineer

Certified by:

Bryan E. Nichols
Assistant Bureau Chief

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we ASPHALT SERVICES, INC.
***** as Principal and Western Surety Company

***** as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Oblige, in the penal sum of Three Million, Three Hundred Seventy Nine Thousand, Two Hundred Thirty Eight Dollars and Seventy Seven Cents Dollars (\$ 3,379,238.77) 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 2025 (hereinafter called the Contract) for DOWNTOWN STREET OPTIMIZATION (Resurfacing & Striping) 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.

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we ASPHALT SERVICES, INC.
(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 *****
Three Million, Three Hundred Seventy Nine Thousand, Two Hundred Thirty Eight Dollars and Seventy Seven Cents dollars (\$ 3,379,238.77),
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 2025 entered into a Contract with the Owner for DOWNTOWN STREET OPTIMIZATION (RESURFACING AND STRIPING) 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 _____ May
2025 _____.

Individual Principals sign here

In the presence of:

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

ASPHALT SERVICES, INC.
(Corporate Name)

BY: _____


(Signature)

Taylor Renfro

(Print)

ITS: _____ Project Manager

(Title)

ATTEST:



(Signature)

Laurie S. Willcutt (Print)

ITS: _____ Administrative Assistant

(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)



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

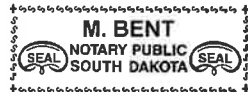
Larry Kasten, Vice President

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 / Obligee 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, 2022 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, 2022 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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The contractor shall provide maintenance for a period of one year from final 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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the 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. 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
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, 2022 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, 2022 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, 2022 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 _____, 2025, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and ASPHALT SERVICES, INC. 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: DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)**

Project No: 2025-3005-19

Project Description: Resurfacing, Restriping, and Concrete ADA Ramps

City of Mobile Project Number **2025-3005-19**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 3,379,238.77) 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 Volkert, Inc.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to 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 TIF. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these 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)

CONTRACTOR: (IF CORPORATION)


Taylor Renfro _____
Project Manager (Print)

BY: 
ITS PRESIDENT
Charles A. Renfro _____
(Print)

ATTEST:


ITS SECRETARY
Laurie S. Willcutt _____
(Print)

Corporate Seal



May 13 2025

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Charles A. Renfro, whose name is signed to the foregoing instrument
in the capacity of President of ASPHALT SERVICES, INC.
and who is known to me, acknowledged before me on this day that, being informed of the
contents of the instrument, he executed the same voluntarily on the day and date the same bears
date.

Given under my hand and official seal of office this the 13th day of May, 2025.

Laurel S. Willcutt

NOTARY PUBLIC My Commission Expires: March 28, 2028



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2022 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-C and are not included in Pay Item 618-D.

6. ITEM 618-C REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.C.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.C.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" or 60" in length. Dome length shall match ramp width. Domes for existing ramps shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement. Domes for new ramps shall be wet set.

618.C.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. ITEM 623-B122 REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B122.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B122.2

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.

8. 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.

9. 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.

10. ITEM SP-009 PROJECT SIGN -PORTABLE:

SP-009.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.

SP-009.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;

11. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2022 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

12. ITEM SP-004 – TYPE B DECORATIVE SIGN POSTS

SP-004.A.01

Material Requirements

The sign post material shall be per the details shown in the construction plans.

The concrete foundation material shall meet the ALDOT standards for Class A concrete.

SP-004.B.01

Construction Requirements

The sign posts shall be installed as per the details shown in the construction plans.

The concrete foundation shall be installed per the details in the construction plans.

SP-004.C.01

Method of Measurement

The number of Type B Decorative Sign Posts (SP-004) complete in place and accepted will be the sum of each of the posts shown on the plans.

SP-004.D.01

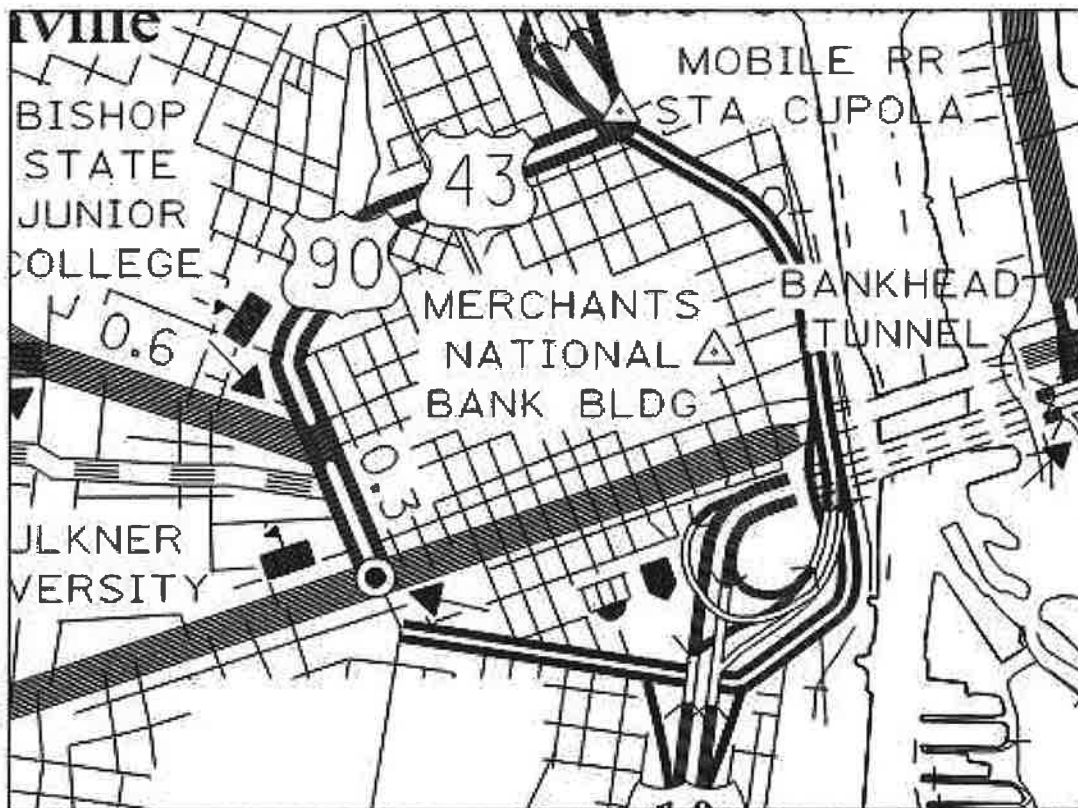
Basis of Payment

The accepted each of Type B Decorative Sign Posts (SP-004), measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the installation of the post and foundation and for all materials, equipment, tools labor and incidentals necessary to complete the work.

PAYMENT WILL BE MADE UNDER ITEM NO.:

Item SP-004 Type B Decorative Sign Post – per each

ATTACHMENT “A” LOCATION



VICINITY MAP

NTS

N

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #				
INSURED		INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL 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: AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ 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)						
Project Name: Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).						
CERTIFICATE HOLDER				CANCELLATION		
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE		

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2024

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 Cadence Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	CONTACT NAME: Kelli Smith	
	PHONE (A/C, No, Ext): 2513401771	FAX (A/C, No):
INSURED Asphalt Services, Inc 11045 Old Hwy 31 Spanish Fort AL 36527	E-MAIL ADDRESS: Kelli.smith@cadenceinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
	INSURER B: Berkley National Insurance Company	
	INSURER C: AGC Self-Insurers Fund	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
38911		

COVERAGES

CERTIFICATE NUMBER: 1812582149

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:			EPP0713925	4/26/2024	4/26/2025	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 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EPP0713925	4/26/2024	4/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EPP0713925	4/26/2024	4/26/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	MA4012024AL	1/1/2024	1/1/2025	☒ 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
B	Equipment Floater			TBD	4/26/2024	4/26/2025	Leased/Rented 200,000

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

The General Liability and Auto Liability includes additional insured on a primary and non-contributory basis and waiver of subrogation status per forms #CG2001 12/19, #AA288 01/16 and #GA233 09/20 but only when required by written contract. Umbrella Liability follows form over General Liability and Auto Liability.

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

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)
5/12/2025

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 Arthur J. Gallagher Risk Management Services, LLC 2200 Woodcrest Pl, Ste 250 Birmingham AL 35209	CONTACT NAME: Kelli Smith		
	PHONE (A/C, No, Ext): 251-340-1771	FAX (A/C, No):	
	E-MAIL ADDRESS: kelli.smith1@aig.com		
INSURED Asphalt Services, Inc E&T Enterprises, LLC 11045 Old Hwy 31 Spanish Fort AL 36527	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: Berkley National Insurance Company		38911
	INSURER C: AlaCOMP		18864
	INSURER D: Midwest Employers Casualty Co.		23612
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1801462575 **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:			EPP 0713925	4/26/2025	4/26/2026	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 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA 0713925	4/26/2025	4/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EPP 0713925	4/26/2025	4/26/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N	N/A	26756 PFAL155000	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			MNP109129350	4/26/2025	4/26/2026	Leased/Rented 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Auto Liability includes additional insured on a primary and non-contributory basis and waiver of subrogation status per forms #CG2001 12/19, #AA288 01/16 and #GA233 09/20 but only when required by written contract. Umbrella Liability follows form over General Liability and Auto Liability.
Project Name: DOWNTOWN STREET OPTIMIZATION (RESURFACING AND STRIPING)
Project Number: 2025-3005-19
The City of Mobile is additional insured with respects to General Liability per forms #CG200112/19 and #GA23309/20 and Auto Liability per form AA2880620 but only when required by written contract. Additional Insured status for The City of Mobile is on a primary and non-contributory basis with respects to General Liability per form CG20011219 and Auto Liability per form CG20011219 but only as required by a written contract. A waiver of subrogation applies in favor of See Attached...

CERTIFICATE HOLDER City of Mobile PO Box 1827 Mobile AL 36633	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Asphalt Services, Inc E&T Enterprises, LLC 11045 Old Hwy 31 Spanish Fort AL 36527	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The City of Mobile with respects to General Liability per form #GA23309/20, Auto Liability per form AA2880620 and Workers Compensation per form WC000313 but only when required by written contract. A 30 day notice of cancellation in provided in favor of The City of Mobile with respects to General Liability and Auto Liability per form IA4087 9/17 and Workers Compensation but only when required by written contract.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04-26-2024	Policy Number: EBA 071 39 25
Named Insured: ASPHALT SERVICES INC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph b. does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, 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 the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. 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.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H.** **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE	ADVANCE PREMIUM
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	(For Limits in Excess of \$5,000)	(For Limits in Excess of \$5,000)
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1) of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- (b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- (c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- (d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- (e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

- (f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- (g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this en-

dorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
(2) Authorize us to obtain records and other information;
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance**.

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - 3) Smog;
 - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 5) Settling, cracking, shrinking or expansion;
 - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
 - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
 - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
 - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by you with permission of the owner;
 - b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
 - c. In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section B. Limits Of

Insurance, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B. Limits Of Insurance, 5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for

damages that the vendor would have in the absence of the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c)(i)4 or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) **State Or Governmental Agency Or Subdivision Or Political Subdivision -**

Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) **Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j. Damage To Property** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in **Section B.**

Limits Of Insurance, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or

- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property, Paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.**

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Paragraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for

"property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken,

you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage To Property, Paragraph (2) under Section I - Coverage A - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT, OAND SECRETARY
OF STATE REGISTRATION**



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: ArchniqueJodd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ASPHALT SERVICES, INC.		
Address	11045 Old Highway 31 Spanish Fort, Al. 36527		
Telephone	(251) 621-9325		
E-Mail	trenfroe@asi-gc.com gsmith@asi-gc.com lwillcutt@asi-gc.com		

RFP/RFQ Solicitation Number	2025-3005-19		
Project Description	DOWNTOWN STREET OPTIMIZATION (Resurfacing and Striping)		
Is your company a DBE company?	Yes ☐ No ☒		
Work force demographics	Male <u>44</u> Female <u>4</u> Minority <u>23</u> Non-minority <u>22</u> SDVO <u>0</u> Total #of Employees <u>48</u>		

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Taylor Renfroe

Signature:  Date: 4/23/2025

Title: Project Manager

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Taylor Renfroe Title: Project Manager

Email: trenfroe@asi-gc.com Phone: (251) 621-9325

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021



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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company ASPHALT SERVICES, INC. Your Bid/Proposal Amount \$ 3,379,238.77 Date: 4/23/2025
April / 23rd / 2025 Description DOWNTOWN STREET OPTIMIZATION (Resurfacing and Striping)
Name of Bidder/Proposer: ASPHALT SERVICES, 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
C and A Quality Const., LLC	251-447-8167	CONCRETE / DEMO	\$ 350,221.00	10%	Yes	
Hughes Companies	251-610-9674	TRUCKING / HAULING	\$ 156,600.00	5%	Yes	
Renfroe Hibberts Co., Inc.	251-680-5881	STRIPING	\$ 627,978.50	18%	No	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ASPHALT SERVICES, INC.

Contact Person: Taylor Renfro Phone (251) 621-9325 Email trenfro@asi-gc.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 through the Alabama Department of Transportation UCP DBE Listing
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		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.)
	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 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

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.

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)

N/A 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.

N/A Could not find sufficient DBEs to provide subcontracting or supplier services.

N/A 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
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT**

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: **JAN** **APR** **JULY** **OCT**
 (CHECK ONE): **FEB** **MAY** **AUG** **NOV** **FINAL** _____
 MARCH **JUNE** **SEPT** **DEC**

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

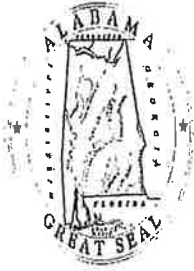
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) ____/____/____ (Date)

DBE Utilization Report



ALABAMA UNIFIED CERTIFICATION PROGRAM

Alabama Department of Transportation
Construction Bureau
Disadvantaged Business Enterprise (DBE) Program
1409 Coliseum Boulevard, Suite G-101
Montgomery, AL 36110
Phone: (334) 242-6238 or 1-888-297-5303
Fax: (334) 242-6256
www.dot.state.al.us

February 27, 2025

C and A Quality Construction, LLC
9351A Hwy 188
Irvington, AL 36544

**Re: ALABAMA UNIFIED CERTIFICATION PROGRAM
DBE CERTIFICATION NOTIFICATION**

Dear Sir or Madam:

Congratulations! The Alabama Department of Transportation (ALDOT) on behalf of the Alabama Unified Certification Program (ALUCP) is pleased to notify you that your company has been certified as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 23 and 26 and all the laws of this state applicable to the transaction of business.

The ALUCP has been established to facilitate statewide DBE certification. It eliminates the need for DBE applicant firms to obtain certification from multiple agencies and provides reciprocity within Alabama. The Alabama Department of Transportation (ALDOT), the Alabama State Port Authority (ASPA), the Birmingham Airport Authority (BAA), the Mobile Transit Authority, City of Mobile, and the WAVE Transit System (WAVE) are the *only* certifying agencies which comprise the ALUCP.

Your ALUCP certification number is **02-01558** and your firm has been certified to perform services as described in the following North American Industry Classification System (NAICS) code(s):

NAICS Code 238110 Poured Concrete Foundation and Structure Contractors

Your firm's designation as a DBE will appear on the official Alabama UCP DBE Directory website at www.dot.state.al.us. This directory consists of DBE firms certified by all of the above-mentioned agencies. We ask that you periodically visit the electronic directory to verify that the information listed continues to be current.

In accordance with 49 CFR paragraph 26.83 (i), as a DBE, you must inform the ALUCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material change in the information provided in your application form. Changes in management responsibility among members of a limited liability company are covered by this requirement. You must attach supporting documentation describing in detail the nature of such changes. The notice must take the form of an affidavit sworn to by the applicant before a person who is authorized by state law to administer oaths or of an unsworn declaration executed under penalty of perjury of the laws of the United States.

You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under 49 CFR Part 26.109 (c).

In addition, as a DBE, in accordance with 49 CFR paragraph 26.83 (j), you must provide to the ALUCP, every year on the anniversary of the date of your certification, an affidavit sworn to by the firm's owners before a person who is authorized by state law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States. This affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material changes in the information provided in its application form, except for changes about which you have notified the UCP under 26.83 (i). The affidavit shall specifically affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part, documenting this affirmation with supporting documentation of your firm's size and gross receipts. If you fail to provide this affidavit in a timely manner, you will be deemed to have failed to cooperate under 49 CFR Part 26.109(c). You will be notified in advance of your obligation to provide annual affidavit of continued eligibility documents to ALDOT, your responsible certifying member. However, the responsibility to assure continued certification is yours. Failure to continue your eligibility will result in immediate action to decertify your firm.

You are encouraged to become an active participant on federally assisted projects. This certification enables your company to compete in federal-aid contract work as a DBE owned and operated company. However, it does not guarantee that you will receive work. After receipt of the DBE certification, please visit the websites of each certifying agency to obtain information on upcoming bid letting schedules.

Please note that any of the certifying agencies of the ALUCP reserves the right to review your firm's certification eligibility prior to your firm's participation on a federally assisted project for their agency or at any time it is determined that such reevaluation is warranted.

We are pleased to have you as a participant in the ALUCP and wish you much success.

Sincerely yours,

Donald R. Lovelace, Jr.

Donald R. Lovelace, Jr.
DBE Contracts Manager

gb

Enclosure (Certificate)

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

C AND A QUALITY CONSTRUCTION, LLC

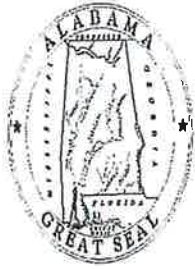
has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 02-01558

Issuance Date: February 27, 2025

Annual Affidavit Due Date: February 27, 2026


John R. Cooper, Transportation Director



ALABAMA UNIFIED CERTIFICATION PROGRAM

Alabama Department of Transportation
Construction Bureau
Disadvantaged Business Enterprise (DBE) Program
1409 Coliseum Blvd. (G-101)
Montgomery, AL 36110
Phone: (334) 242-6238 or 1-888-297-5303
Fax: (334) 242-6256
www.dot.state.al.us

April 3, 2025

Hughes Companies, Inc,
3425 Anton Street
Mobile, AL 36612

**Re: NOTICE OF CONTINUED DBE ELIGIBILITY
ANNIVERSARY DATE – April 17, 2026
DBE CERTIFICATION #04-00975**

Dear Sir or Madam:

The Alabama Department of Transportation (ALDOT) under a Unified Certification Program has reviewed the recent No Change Affidavit and supporting documentation submitted by your firm. Based on this review and the guidelines in 49 CFR Part 23 and 26, your firm continues to meet the eligibility requirements to participate as a DBE in the state of Alabama.

DBE certification is continuing from your anniversary date but is contingent upon your firm maintaining its eligibility annually through this office. You will be notified in advance of your obligation to submit your Declaration of Edibility with supporting documentation prior to your anniversary date. If you fail to provide the requested information in a timely manner, you will be deemed to have failed to cooperate under §26.109(c).

As long as your firm is listed in the DBE directory, it is considered DBE certified by all Alabama UCP Members. Alabama's UCP DBE Directory can be accessed via the internet at www.dot.state.al.us.

Under the ALUCP, all agencies receiving US Department of Transportation funding in the State of Alabama, will accept your certification. Please contact those agencies directly to find out about upcoming bid opportunities and procedures. Please note that all of the certifying agencies of the ALUCP reserve the right to review your firm's certification eligibility prior to your firm's participation on a federally assisted project for their agency or at any time it is determined that such reevaluation is warranted.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within 30 days of the occurrence of the change. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary.

We are pleased to have you as a participant in the ALUCP and wish you continued success.

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (334) 242-6238 and our fax number is (334) 242-6256.

Sincerely yours,



Donald R. Lovelace, Jr.
DBE Contracts Manager

DRL/lj

PC: File

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

Hughes Companies, Inc.

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 04-00975

Issuance Date: April 17, 2025

Annual Affidavit Due Date: April 17, 2026


John R. Cooper, Transportation Director

ALABAMA UNIFIED CERTIFICATION PROGRAM



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

This is to Certify that

L & G INDUSTRIES, LLC

has been certified by the *Alabama Department of Transportation*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 10-01491

Issuance Date: October 24, 2024

Annual Affidavit Due Date: October 24, 2025

John R. Cooper, Transportation Director

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Charles A. Renfro (affiant) who, being duly sworn says as follows:

President/CEO of ASPHALT SERVICES, INC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for Asphalt Services, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Asphalt Services, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 489423.



CEO of ASPHALT SERVICES, INC.

Sworn to and subscribed before me this the 23rd 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

Laurie S. Willcutt

My Commission Expires: March 28, 2028





Company ID Number: 489423

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 Asphalt Services, Inc.	
Laurie S Willcutt	
Name (Please Type or Print)	Title
Electronically Signed	01/13/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/13/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Asphalt Services, Inc.
Company Facility Address:	11045 Old Highway 31
	Spanish Fort, AL 36527
Company Alternate Address:	
County or Parish:	BALDWIN
Employer Identification Number:	631062122



Company ID Number: 489423

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	20 to 99
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:	Gregory T Smith	Fax Number:	(251) 621 - 9393
Telephone Number:	(251) 621 - 9325		
E-mail Address:	asi@asi-gc.com		
Name:	Laurie S Willcutt	Fax Number:	(251) 621 - 9393
Telephone Number:	(251) 621 - 9325		
E-mail Address:	asi@asi-gc.com		

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2025-3005-19
DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)**

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

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: April 23, 2025

Name of Project: **DOWNTOWN STREET OPTIMIZATION
(RESURFACING AND STRIPING)**

Project Number: **2025-3005-19**

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

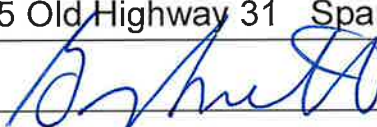
BASE BID ITEMS: **\$ 3,379,238⁷⁷** \$ 149,101.76

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 ASPHALT SERVICES, INC.

Mailing Address 11045 Old Highway 31 Spanish Fort, Al. 36527

*By (Legal Signature) 

*Name (type or print) Greg Smith (Seal)

*Title Senior Project Manager

Telephone Number (251) 621-9325



CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

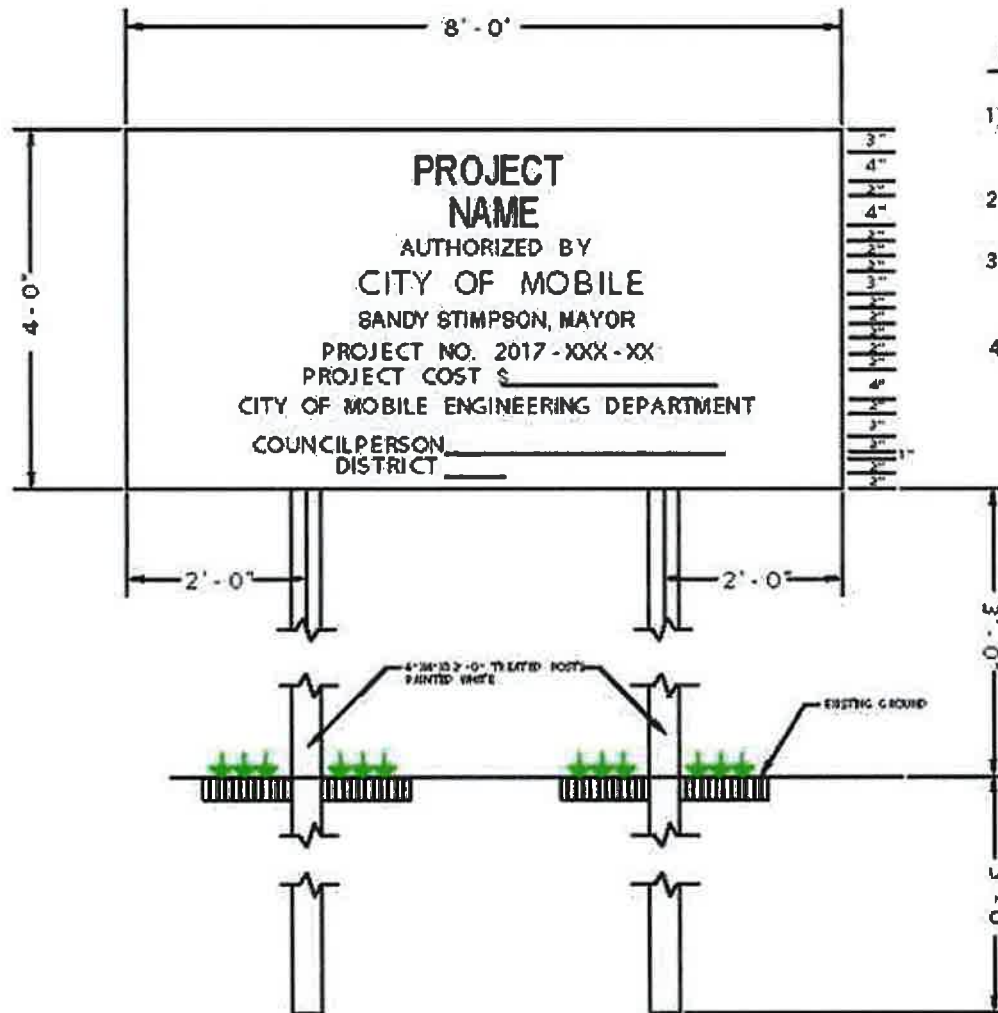
The Contractor shall execute the following requirements as follows:

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”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

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.



CAPITAL CONTRACT SUMMARY SHEET

Project Name:

Downtown Street Optimization, Removal of
Traffic Signals

Project #:

2025-2060-04

Date of Receipt:

June 04, 2025

Project Description:

Removal of Traffic Signals at various intersections in downtown

Contract Amount:

1,086,470.50

Vendor Name:

McElhenney Construction Co, LLC

Vendor Number:

292750

DEPT #:

2060

DEPT NAME:

Traffic Engineering

Contract Type:

Construction Unit Prices

Retainage Information:

Should Retainage Be Withheld?

Yes

Standard (5% of the 1st 50%) or Special
Rate (If Special, please indicate)

Prepared by:

Jennifer White

Date:

June 04, 2025



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 2025

Submitted by:

Jennifer White

Sponsored by:

Mayor William S. Stimpson

William Carroll, Councilmember

Purpose and Scope of Project:

Removal of traffic signals at various intersections in the downtown area.

Amount of Contract:

1,086,470.50

Funding Source

C0615

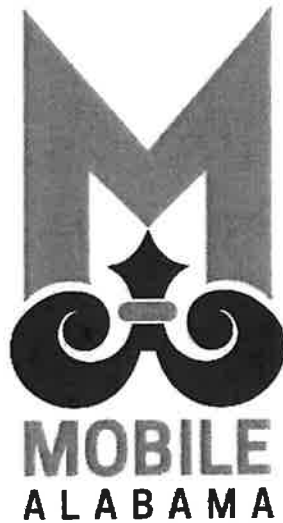
ATTACHMENTS:

1. Signal Removal Contract for Council approval
2. Signal Removal Contract Resolution
3. Capital Summary Sheet McElhenney Contract 2025-2060-04

REVIEWERS:

Lana Gauthier

Lana Gauthier



**DOWNTOWN STREET OPTIMIZATION
REMOVAL OF TRAFFIC SIGNALS**

COM PROJECT NUMBER 2025-2060-04

VOLKERT PROJECT NUMBER 1144603.000

BID DATE – APRIL 9, 2025

03-10-2025



STATE OF ALABAMA



BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.:

49555

TYPE:

RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MCCELHENNEY 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/R-R-S: BRIDGES, H/R-R-S: CONCRETE, HS: 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. Lee

SECRETARY-TREASURER

David A. Lee

CHAIRMAN

204863

ADDENDUM NO. 1



PROJECT NO: 2025-2060-04
PROJECT DESCRIPTION: DOWNTOWN STREET OPTIMIZATION – TRAFFIC SIGNAL REMOVAL
PROJECT OWNER: CITY OF MOBILE
OWNER REP / ENGINEER: VOLKERT INC. / JORDAN STRINGFELLOW, P.E.
DATE OF ISSUE: April 7, 2025
RECIPIENT: Meeting Attendees and Plan Holders

ADDENDUM NO. 1

The information included in Addendum No. 1 and attachments hereto shall be considered in preparation of the proposal for the above referenced project and shall be made part of the Contract Documents and Specifications of the above referenced project.

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY ATTACHING THE ADDENDUM WITH THE SUBMITTED BID IN APPENDIX E PROJECT ADDENDUMS. FAILURE TO ACKNOWLEDGE THIS ADDENDUM MAY RESULT IN NON-RESPONSIVE PROPOSAL.

PROPOSAL MODIFICATIONS, ITEMS OF CLARIFICATION, RESPONSES

QUESTIONS

1. Will Volkert be providing the concrete testing services?

ANSWER: Yes. Volkert will have a resident project representative on a related resurfacing project in downtown. Please coordinate concrete testing for this with the Volkert representative.

2. On plan sheet #420 at S. Conception St. and Conti St., the drawings call for the existing traffic controller to be retained, but the notes call for the contractor to remove the power from the cabinet. Is this correct?

ANSWER: The traffic control cabinet and the power to the cabinet shall be retained at this location. Note #2 was removed from plan sheet #420 (see revised plan sheet in Appendix A).

ADDENDUM NO. 1



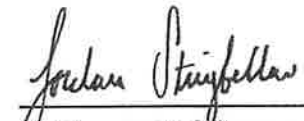
3. There are several locations that call for the cabinets to be removed but show equipment (i.e. luminaires and ptz cameras) that are to be retained and will need power reworked. Can the engineer provide a detailed drawing of a City approved service for each of these locations?

ANSWER: In most cases, the lighting power circuit simply passes through the traffic control cabinet. In this instance, a junction box is all that would be required. However, in the case that a new power service is required, a detail has been provided in the plans. Please refer to plan sheet number 2E for this detail (see attached revised plan sheet in Appendix A). The cost associated with constructing the new service shall be subsidiary to pay item 730A.

4. **GENERAL COMMENT:** Project note #19 was added to plan sheet 2B regarding the requirement for the contractor to contact the Mobile Police Department when removing the existing License Plate Reader (LPR) equipment from the existing mast arms and poles.

Please call with any questions.

Issued By:


Jordan Stringfellow, P.E.
Assistant Vice President

:/Irm

Enclosure:

Cc: Moynur Rahman, P.E., Adam Spence, P.E., Jennifer White, P.E.

Appendix A

Revised Plan Sheets

INDEX TO SHEETS

REFERENCE PROJECT NO	FISCAL YEAR
1144603.000	2025

2025-04-01 REV.
ADDED PROJECT NOTE #19 TO SHEET 26:
ADDED ELECTRICAL SYMBOLS FOR TYPICAL
TYPICAL ELECTRICAL SERVICE CONNECTION;
REVISED SHEET NUMBERS FOR PAGES 2E & 2F;
REMOVE NOTE #2 FROM PLAN SHEET # 420

SHEET NO.	DESCRIPTION
1	TITLE SHEET
1A	INDEX TO SHEETS
1B	STANDARD AND SPECIAL DRAWINGS
2	PROJECT SCOPE
2A	PLAN SHEET LEGEND
2B	PROJECT NOTES SHEET
2C-2E	PROJECT DETAILS
2F	GENERAL TRAFFIC CONTROL PLAN NOTES
2G	TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION
3-3D	SUMMARY OF QUANTITIES
4-149	OMITTED
150	SIGNING LAYOUT SHEET LEGEND
151-176	OMITTED
177	SIGNING LAYOUT SHEET
178-182	OMITTED
183	SIGNING LAYOUT SHEET
184	SIGNING LAYOUT SHEET
185	OMITTED
186	SIGNING LAYOUT SHEET
187-189	OMITTED
190	SIGNING LAYOUT SHEET
191	SIGNING LAYOUT SHEET
192	SIGNING LAYOUT SHEET
193	SIGNING LAYOUT SHEET
194-200	OMITTED
201	SIGNING LAYOUT SHEET
202	SIGNING LAYOUT SHEET
203	OMITTED
204	SIGNING LAYOUT SHEET
205-209	OMITTED
210	SIGNING LAYOUT SHEET
211-212	OMITTED
213	SIGNING LAYOUT SHEET
214	SIGNING LAYOUT SHEET
215-216	OMITTED
217	SIGNING LAYOUT SHEET
218	SIGNING LAYOUT SHEET
219	OMITTED
220	SIGNING LAYOUT SHEET
221	OMITTED
222	SIGNING LAYOUT SHEET
223-226	OMITTED
227	SIGNING LAYOUT SHEET
228-398	OMITTED

SHEET NO.	DESCRIPTION
399	TRAFFIC SIGNAL REMOVAL SHEET LEGEND & NOTES
400	OMITTED
401	TRAFFIC SIGNAL REMOVAL SHEET (ST. ANTHONY ST @ ST. JOSEPH ST.)
402	TRAFFIC SIGNAL REMOVAL SHEET (ST. ANTHONY ST @ ROYAL ST)
403	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ WASHINGTON AVE)
404	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ JACKSON ST)
405	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ CONCEPTION ST)
406	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ ST. JOSEPH ST)
407	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ ROYAL ST)
408	TRAFFIC SIGNAL REMOVAL SHEET (ST. MICHAEL ST @ ST. JOSEPH ST)
409	TRAFFIC SIGNAL REMOVAL SHEET (ST. MICHAEL ST @ ROYAL ST)
410	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ SPRINGHILL AVE, ST. FRANCIS ST @ SCOTT ST & ST. FRANCIS ST @ WASHINGTON AVE)
411	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ CONCEPTION ST)
412	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ ROYAL ST, ST. FRANCIS ST @ ST. JOSEPH ST.)
413	TRAFFIC SIGNAL REMOVAL SHEET (WASHINGTON AVE @ SPRINGHILL AVE & DAUPHIN ST)
414	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ WARREN ST)
415	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ CLAIRBORNE ST & JACKSON ST)
416	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ JOACHIM ST, CONCEPTION ST)
417	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ ST. JOSEPH ST.)
418	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ ROYAL ST)
419	TRAFFIC SIGNAL REMOVAL SHEET (CONIT ST @ WASHINGTON AVE)
420	TRAFFIC SIGNAL REMOVAL SHEET (CONIT ST @ CONCEPTION ST)
421	REQUIRED CONDUIT INSTALLATION SHEET

A

04-07-2025



RESPONSIBLE PE:	SUPERVISOR:	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE
DATE:	DATE:	100%	INDEX TO SHEETS	V
DATE: 11/14/2024	DATE: 11/14/2024	100%		

REFERENCE PROJECT NO	FISCAL YEAR
1144603.000	2025

PROJECT NOTES

GENERAL NOTES

ENVIRONMENTAL NOTES

1. 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.

- THE PROJECT CONTRACTOR SHALL ALWAYS HAVE A COPY OF THE STATE OF ALABAMA HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2022 EDITION ON SITE.
- SPECIAL CARE IS TO BE TAKEN SO TREES OUTSIDE THE LIMITS OF CONSTRUCTION REMAIN UNHARMED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF HIS OPERATION AND SHALL INITIATE HIS OWN SAFETY PROGRAM. THE CONTRACTOR SHALL COMPLY WITH ALL DEPARTMENT OF LABOR, SAFETY AND HEALTH REGULATIONS AS SPECIFIED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.
- IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE REQUIRED CONSTRUCTION CAN BE PERFORMED WITHIN THE AREA PROVIDED AND COMPLY WITH THE REQUIREMENTS OF THE SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND THE PRODUCTS OF THIS TYPE. ANY SAFETY MEASURES OR METHODS OF CONSTRUCTION THAT ARE NECESSARY IN THE CONSTRUCTION OF THIS PROJECT TO COMPLY WITH THESE REGULATIONS IS 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).
- SHOULD THE CONTRACTOR ELECT TO OBTAIN AREAS FOR THE PURPOSE OF STORING MATERIALS AND EQUIPMENT OR FOR CONDUCTING HIS WORK OPERATIONS, HE SHALL FURNISH THE OWNER AND ENGINEER A COPY OF THE AGREEMENT BETWEEN HIM AND THE OWNER OF THE PROPERTY PRIOR TO USING THE AREA (NO DIRECT PAYMENT). ANY CURB AND GUTTER, SIDEWALK, DRIVEWAY, ETC., DAMAGED BY THE CONTRACTOR WHEN HAULING MATERIALS OR MOVING EQUIPMENT IN OR OUT FROM THIS STORAGE AREA SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE. CONTRACTOR WILL BE RESPONSIBLE FOR ALL PERMITS.
- PRIOR TO FINAL ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A COMPLETE SET OF "AS-BUILT" PLANS SHOWING ACTUAL QUANTITIES AND PLAN CHANGES. THE ENGINEER WILL FURNISH THE CONTRACTOR AN "ISSUED FOR CONSTRUCTION" SET OF DRAWINGS TO BE USED FOR THIS PURPOSE.
- THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY PERCEIVED CONFLICTS, AMBIGUOUS ITEMS OR DEFICIENCIES IN THE PLANS, SPECIFICATIONS, GENERAL NOTES OR RELATED CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND ABIDING BY THE SPECIFICATIONS FOR THIS PROJECT.
- THE REQUIRED PRE-FABRICATED TRUNCATED DOME MAT APPLICATION SHALL BE CONSTRUCTED BY WET SETTING AND ACTIVATE PAVEMENT PANELS (SURE DOME OR APPROVED EQUAL) IN FRESH CONCRETE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE CONSTRUCTION OF THE MAT APPLICATION. THE MAT SHALL BE A SUBSIDIARY OBTAINMENT OF ITEM 610A. THE DIRECTIONAL BAR TILE SHALL BE CONSTRUCTED BY WET SETTING AND BE FEDERAL BRICK RED IN COLOR IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- SIDEWALK TO BE FIELD ADJUSTED AS NECESSARY BY THE ENGINEERS REPRESENTATIVE IN FIELD. SEE PROJECT DETAILS FOR SIDEWALK ADJUSTMENT DETAILS. SIDEWALK TO NOT EXCEED 2% MAX EITHER DIRECTION. THE CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED IMPROVEMENTS AND SHALL ENSURE ALL WORK PERFORMED IS ADA COMPLIANT.
- ALL EXISTING SIGNS REMOVED OR REPLACED ARE THE PROPERTY OF THE CITY OF MOBILE AND SHALL BE DELIVERED FOR RECYCLING TO THE TRAFFIC ENGINEERING DEPARTMENT, 852 GAYLE ST., AT NO ADDITIONAL COST. COORDINATE DELIVERY WITH MOBILE TRAFFIC ENGINEER, JENNIFER WHITE, 251-208-2960.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THERE WILL BE NO ADDITIONAL COMPENSATION FOR EXPLORATORY POT-HOLING OR UTILITY INVESTIGATION.
- ITEMS TO BE REMOVED THAT ARE NOT PROVIDED FOR BY PAY ITEM OR SPECIFICALLY MENTIONED BY NOTE TO BE INCLUDED IN OTHER ITEMS OF WORK SHALL BE REMOVED IN ACCORDANCE WITH THE REQUIREMENTS FOR EXTRA WORK GIVEN IN ARTICLE 104.13 OF THE STANDARD SPECIFICATIONS.
- 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.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL REMOVED MATERIALS FROM THE PROJECT SITE. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DISPOSAL OF DEBRIS AND CONSTRUCTION MATERIALS IN AN APPROPRIATE MANNER AND AT AN APPROVED, PERMITTED LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LAWS OR ORDINANCES REGARDING MATERIAL TYPE AND DISPOSAL SITE. DISPOSAL OF CONSTRUCTION MATERIALS AND DEBRIS IS SPECIFIED IN SUB ARTICLES 206.4(g) AND 201.03(d) OF THE STANDARD SPECIFICATIONS.
- PRIOR TO REMOVING ANY TRAFFIC SIGNAL EQUIPMENT, THE CONTRACTOR SHALL COORDINATE WITH THE CITY TRAFFIC ENGINEER, JENNIFER WHITE (251-208-2960), TO INITIATE A 90-DAY "FLASHING RED" PERIOD FOR EACH SIGNAL.
- PAY ITEM 710C-000, REMOVAL OF EXISTING ROADWAY SIGNS, SHALL INCLUDE REMOVAL AND DISPOSAL OF THE SIGNS NOTED TO BE REMOVED AS WELL AS RELOCATION OF REMOVED SIGNS.
- PROPOSED STREET NAME SIGNS AS DEPICTED IN THE PLAN SHEETS SHALL BE PROVIDED BY THE CITY OF MOBILE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF THE STREET NAME SIGNS. THE COST OF INSTALLATION SHALL BE SUBSIDIARY TO PAY ITEM SP-004.
- THE CONTRACTOR SHALL CONTACT THE MOBILE POLICE DEPARTMENT, (251) 208-1781, PRIOR TO REMOVAL OF THE EXISTING LICENSE PLATE READER (LPR) DEVICES AND ASSOCIATED POWER CONNECTS FROM EXISTING MAST ARMS OR LIGHT POLES.

04/07/2025



2025-04-02 REV 11
ADDED PROJECT NOTE

RESPONSIBLE PEI	SUPERVISOR	DESIGNER	PLAN SUBMITTAL	MOBILE COUNTY	NOT TO SCALE	SHEET TITLE
DATE:	DATE:	DATE:	100%			PROJECT NOTES
04/07/2025	04/07/2025	04/07/2025				V

PROJECT DETAIL

REFERENCE PROJECT NO.	FISCAL YEAR
1144603.000	2025

2025-04-02 REV 1: ADDED PROJECT DETAIL FOR TYPICAL POWER SERVICE

NOTES:

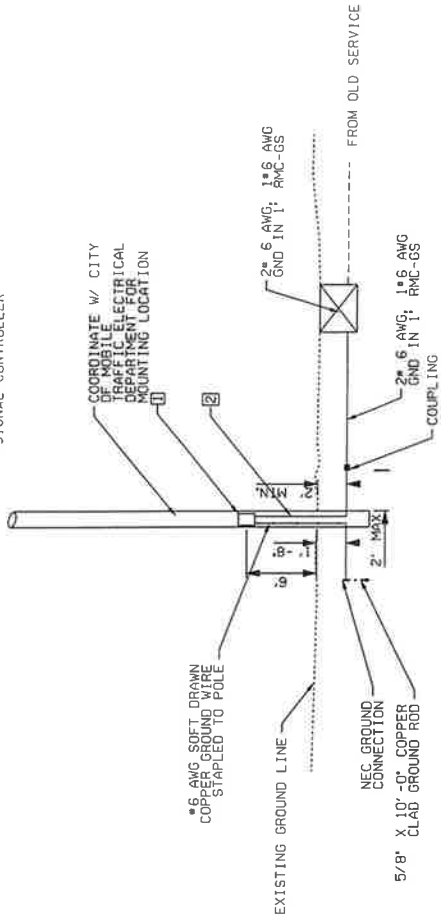
- OVERHEAD RUNS OF POWER CONDUCTORS AND SIGNAL CONDUCTORS FROM A PROPOSED OR EXISTING POWER POLE, DIRECT TO THE METAL TRAFFIC SIGNAL POLE SHALL NOT BE PERMITTED.
- WOOD POLE SHALL BE CLASS III 36-FOOT SOUTHERN PINE CONFORMING TO THE REQUIREMENTS OF SECTION 890.10(b)(1).
- IF METALLIC CONDUIT IS USED FOR GROUNDING, THE CONDUIT MUST BE BONDED TO THE REQUIREMENTS OF THE NEC.
- IF THE CONDUIT CANNOT BE TURNED UP INSIDE OF THE ADJACENT POLE BASE, THEN NON-METALLIC CONDUIT SHALL BE USED FOR ANY CONDUITS EXPOSED ABOVE GRADE.
- PAYMENT FOR CONSTRUCTION OF THE NEW SERVICE SHALL BE A SUBSIDIARY OBLIGATION TO THE APPROPRIATE 730A PAY ITEM.

ABBREVIATIONS

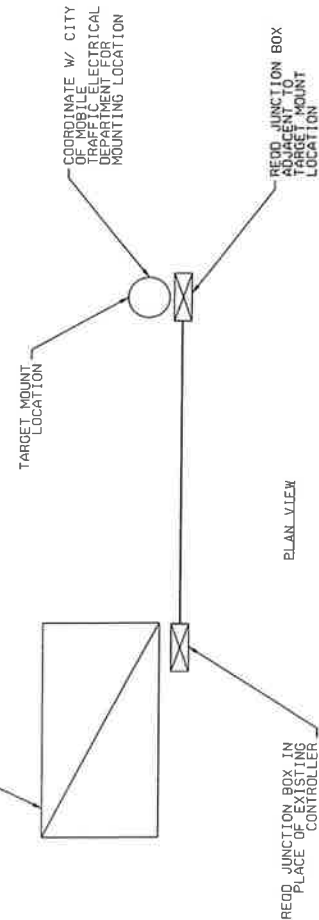
AWG = AMERICAN WIRE GAUGE
 MAX = MAXIMUM
 MIN = MINIMUM
 HZ = HERTZ
 V = VOLTS
 A = AMPERES
 GRC = GALVANIZED RIGID CONDUIT
 Ø = PHASE

LEGEND

- OUTDOOR 60A, 120/240V, SINGLE PHASE, 3-WIRE, LOADCENTER WITH COA MAIN BUSBAR AND COMPLETE WITH 1 - 30A CIRCUIT BREAKER AND 1 - 120 VOLT POWER SERVICE IN 1" RMC-GS AS FOLLOWS:
 2 #6 AWG INSULATED AND 1 #6 AWG STRANDED BARE GND FOR THE SIGNAL CONTROLLER
- COORDINATE W/ CITY OF MOBILE TRAFFIC ELECTRICAL DEPARTMENT FOR IDENTIFYING MOUNTING LOCATION



POWER SOURCE DETAILS FOR SIGNALS



PLAN VIEW

04-07-2025



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLAN SUBMITTAL:	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE
DATE:	DATE:	DATE:	100%			PROJECT DETAIL
1144603.000	1144603.000	1144603.000	1144603.000	1144603.000	1144603.000	1144603.000

GENERAL TRAFFIC CONTROL PLAN NOTES

REFERENCE PROJECT NO.	FISCAL YEAR
1144003.000	2025

2025-04-02 REV 11: REVISED SHEET NUMBER	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748
THE TRAFFIC CONTROL PLAN IS DEVELOPED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 6, 2009 EDITION. THE TRAFFIC CONTROL DEVICES INDICATED REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL TRAFFIC CONTROL DEVICES, THEY SHALL BE INSTALLED IN CONFORMANCE WITH THE M.U.T.C.D. PART 6 AS DIRECTED BY THE ENGINEER. COST SHALL BE PAID FOR UNDER THE APPROPRIATE PAY ITEM.	THE CONTRACTOR MAY USE TYPE IV OR VIII BLACK AND FLUORESCENT ORANGE CONSTRUCTION SIGNS FROM THE 2015 SPECIAL AND STANDARD HIGHWAY DRAWINGS. ALL SIGNS SHALL BE PLACED ON THE 2015 SPECIAL AND STANDARD HIGHWAY DRAWINGS.	DURING NON-WORKING HOURS NO EQUIPMENT OR MATERIAL SHALL BE PARKED OR STORED CLOSER THAN 30 FEET TO THE EDGE OF ANY ROADWAY CARRYING TRAFFIC. WHEN THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PLACE SIGNS TO ADVISE TRAVELERS OF THE LOCATION OF THE EQUIPMENT OR MATERIAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE EQUIPMENT OR MATERIAL FROM THE ROADWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE EQUIPMENT OR MATERIAL FROM THE ROADWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE EQUIPMENT OR MATERIAL FROM THE ROADWAY.	WHERE THE LOCATION OF A REQUIRED SIGN FALLS IN A DRIVEWAY, SIDEWALK, BRIDGE, ETC., OR WHERE THE VISIBILITY OF A SIGN IS LIMITED TO THE TRAVELING PUBLIC, THE LOCATION SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER.	THE CONTRACTOR IS TO REMOVE, RELOCATE OR COVER DURING CONSTRUCTION AND THEN RESET OR REMOVE DURING CONSTRUCTION OF A PARTICULAR SECTION OF THE PROJECT. SIGNS REGARDING REMOVAL SHALL BE STOCKPILED AS DIRECTED BY THE ENGINEER AND SHALL BECOME PROPERTY OF THE CITY OF MOBILE. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.	DURING ALL PHASES OF WORK, NON-APPLICABLE PAVEMENT STRIPING OR MARKINGS SHALL BE REMOVED AND APPROPRIATE PAVEMENT STRIPING OR MARKINGS SHALL BE PLACED AS EXPEDITIOUSLY AS PRACTICAL, BUT IN ALL CASES, SHALL BE IN PLACE BY NIGHTFALL ON ANY ROADWAY CARRYING TRAFFIC. EXCEPT ON SHORT TERM OPERATIONS WHERE IT IS DETERMINED BY THE ENGINEER, THAT SUCH REMOVAL AND REPLACEMENT IS MORE HAZARDOUS THAN LEAVING EXISTING MARKINGS IN PLACE, COST OF ANY REMOVAL SHALL BE PAID FOR UNDER ITEM 701D OR AS A SUBSIDIARY OBLIGATION OF ITEM 701C.	THE CONTRACTOR SHALL PLACE ALL ADVANCE WARNING SIGNS BEFORE PROCEEDING WITH HIS WORK. SIGNS SHALL BE PLACED IN ORDER, IN THE DIRECTION OF TRAFFIC AND REMOVED IN REVERSE ORDER.	ALL VEHICLES, EQUIPMENT, PERSONNEL (EXCEPT FLAGGERS), AND THEIR ACTIVITIES, ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.	THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS TO BUSINESSES AND RESIDENCES DURING ALL PHASES OF CONSTRUCTION.	CONSTRUCTION SIGNS MOUNTED ON TEMPORARY SUPPORTS SHALL BE MOUNTED AT A MINIMUM HEIGHT OF 5 FEET.	FLAGGERS SHALL BE PROPERLY ATTIRED, EQUIPPED WITH STAFF MOUNTED STOP/SLOW PADDOLES IN SIGHT OF EACH OTHER, OR HAVE DIRECT COMMUNICATION AT ALL TIMES. FLAGGER STATIONS SHALL BE LOCATED IN THE MIDDLE OF THE ROADWAY OR ON THE SIDE OF THE ROADWAY AT THE TIME OF THE LANE CLOSURE.	FLAGGERS ARE TO BE USED WHEN DIRECTED BY THE ENGINEER. SIGNS SHALL BE PLACED AT THE APPROPRIATE TIME, AND SHALL BE COVERED OR REMOVED WHEN FLAGGERS ARE NOT ON DUTY AND DURING NON-WORKING HOURS.	FOR MOVING OPERATIONS, THE TRAFFIC CONES MAY BE DELETED IF THE FLAGGERS ARE IN SIGHT OF EACH OTHER, OR IF A PILOT CAR IS USED ON A TWO LANE ROADWAY.	ALL CONTRACTOR'S EMPLOYEES' PERSONAL VEHICLES, AND CONTRACTOR'S EQUIPMENT NOT IN OPERATION, SHALL BE PARKED A MINIMUM OF THIRTY (30) FEET FROM THE TRAVELED WAY DURING WORKING HOURS, AS NOT TO CREATE A HAZARD.	THE TRAFFIC CONTROL PLAN IS NOT ALL INCLUSIVE. THE TOP PROVIDES SEVERAL DETAILED DRAWINGS INDICATING THE TRAFFIC CONTROL NECESSARY FOR THE PROJECT. THE CONTRACTOR SHALL SELECT THE DETAILED DRAWING THAT BEST FITS THE ACTIVITY TO BE PERFORMED.	OMITTED	REQUIRED TEMPORARY ROUTE MARKER ASSEMBLIES THAT ARE TO BE LOCATED IN THE VICINITY OF EXISTING ROUTE MARKERS SHOULD BE PLACED ALONG SIDE OF THOSE ALREADY IN PLACE. SOME EXISTING ROUTE MARKERS MAY HAVE TO BE COVERED OR REMOVED, AS DIRECTED BY THE ENGINEER. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748			
OMITTED	ALL TRAFFIC CONTROL DEVICES THAT ARE NOT APPLICABLE AT ANY SPECIFIC TIME SHALL BE COVERED OR REMOVED AS DIRECTED BY THE ENGINEER.	OMITTED	OMITTED	THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE SAFETY OF PEDESTRIAN TRAFFIC CROSSING THE WORK ZONES DURING CONSTRUCTION.	OMITTED	ALL SIGNS SHALL BE POST-MOUNTED. IF THE WORK PERIOD EXCEEDS FOUR DAYS, EXCEPT FOR THOSE SIGNS WHICH ARE MOUNTED ON BARRICADES, FOR REPEATED DAY OPERATIONS, SIGNS MAY BE MOUNTED ON TEMPORARY SUPPORTS AND REMOVED AT THE COMPLETION OF THE DAY'S OPERATION.	OMITTED	DURING THE VIEWING OR RESURFACING OF ANY ROADWAY CARRYING TRAFFIC, THE CONTRACTOR SHALL PLACE ADVANCE WARNING SIGNS EVERY 1/2 MILE BEFORE THE WORK ZONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE SIGNS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE SIGNS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE SIGNS.	A DIFFERENCE IN ELEVATION OF APPROXIMATELY 2 INCHES OR LESS AT THE CENTERLINE MAY BE ALLOWED DURING NON-WORKING HOURS WITHOUT ADDITIONAL WARNING SIGNS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE SIGNS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE SIGNS.	SIGNS ON TEMPORARY SUPPORTS ARE TO BE REMOVED OR COVERED WHEN NO WORK IS BEING PERFORMED OR AT THE COMPLETION OF THE DAY'S OPERATION.	OMITTED	OMITTED	CHANNELIZING DRUMS SHOULD BE PLACED ON 10 FOOT INTERVALS IN RADII.	CHANNELIZING DRUMS PLACED TO PROTECT COMPLETED WORK NOT OPEN TO TRAFFIC, SHOULD BE SPACED AT 50 FOOT INTERVALS.	CHANNELIZING DRUMS PLACED IN THE EXCAVATED AREA AHEAD OF PAVING OPERATIONS, SHOULD BE SPACED AT 50 FOOT INTERVALS.	CHANNELIZING DRUMS PLACED ON PAVEMENT DURING WORKING HOURS SHALL BE SHIFTED TO THE EDGE OF SHOULDER DURING NON-WORKING HOURS AND DURING PEAK PERIODS.	CHANNELIZING DRUMS SHOULD BE PLACED ON 25 FOOT INTERVALS THROUGHOUT ALL TAPERS, APPROACHING TRAFFIC.	OMITTED	OMITTED	LIGHTWEIGHT TYPE B WARNING LIGHTS (WEIGHING 3.3 POUNDS OR LESS) WITH DETACHABLE HEADS MAY BE USED ON BEAMS IN SITUATION WHERE THE LIGHTS ARE NOT BEING USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE LIGHTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE LIGHTS.	FOR DIVIDED ROADWAYS, THE REQUIRED ADVANCE WARNING SIGNS SHALL BE POSTED ON BOTH THE RIGHT AND LEFT SIDE OF THE ROADWAY.	THE CONTRACTOR SHALL CLOSE THE LANE ADJACENT TO THE WORK AREA ANYTIME WORK OUTSIDE THE EXISTING TRAVEL LINES ENCOMPASSES WITHIN 2 FEET OF THE EXISTING EDGE OF PAVEMENT.	OMITTED	THE TRANSITION TAPER LENGTH (L) IS SHOWN IN TABLE 6C-4, AND THE BUFFER LENGTH IS SHOWN IN TABLE 6C-2 OF THE MUTCD, PART 6, 2009 EDITION.	OMITTED	UNEVEN LANES SIGNS SHALL BE COVERED OR REMOVED WHEN NO UNEVEN PAVEMENT CONDITIONS EXIST, MOVING OPERATIONS SHALL BE CONFINED TO ONE LANE IN THE DIRECTION OF TRAFFIC.	R16-3 AND R16-2b SIGNS SHALL BE REQUIRED FOR EVERY PROJECT ON STATE ROUTES AND INTERSTATE HIGHWAYS. THEY SHALL BE POSTED AT THE BEGINNING AND END OF THE PROJECT. AN R2-1 SIGN SHALL ALWAYS BE REQUIRED FOLLOWING AN R16-3 SIGN. ADDITIONAL R16-3 SIGNS SHALL BE POSTED AT MAXIMUM THREE MILE INTERVALS THROUGHOUT THE PROJECT LIMITS. ADDITIONAL R16-3 SIGNS SHALL BE REQUIRED WITH A W-36b SIGN AND R2-1 SIGN WHENEVER A REDUCTION IN SPEED IS REQUIRED.																						
719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759									
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TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION

REFERENCE PROJECT NO.	FISCAL YEAR
1144603.000	2025

NOTES:

- CONTRACTOR SHALL COORDINATE THE SCHEDULE FOR EACH TRAFFIC REMOVAL WITH THE CITY OF MOBILE PRIOR TO COMMENCING DEMO OPERATIONS.
- CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF MUTCD, LATEST EDITION, FOR ADVANCED WARNING SIGNAGE AND ANY REQUIRED LANE CLOSURES.
- ATTENTION IS DRAWN TO THE FACT THAT THIS WORK WILL BE PERFORMED UNDER TRAFFIC CONDITIONS REQUIRING SPECIAL CARE TO EXPEDITE THE WORK AND PREVENT UNNECESSARY HAZARDOUS CONDITIONS. TRAFFIC CONTROL DEVICES (MUTCD) SPECIFIC AREAS WILL BE REQUIRED TO BE MAINTAINED BY THE CONTRACTOR ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). SPECIFIC AREAS WILL BE REQUIRED TO BE MAINTAINED BY THE CONTRACTOR ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). ALL CONTRACTOR EMPLOYEES WHO ARE EXPOSED TO THE RISKS OF MOVING ROADWAY TRAFFIC OR CONSTRUCTION SHALL WEAR APPROPRIATE HIGH-VISIBILITY APPAREL MEETING THE STANDARDS OF ANSI 107-2004 CLASS 3. THE CITY TRAFFIC ENGINEER OR HIS DESIGNEE SHALL HAVE THE RIGHT TO SUSPEND WORK PERFORMANCE OF A CONTRACTOR FOUND TO BE IN NON-COMPLIANCE ON A PARTICULAR WORKSITE.
- 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 ACCORDANCE WITH THE PROVISIONS AND REQUIREMENTS AS DESIGNATED IN ITEM 740 AND ARTICLE 104.04 OF THE STANDARD SPECIFICATIONS. THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2024 EDITION, AND OTHER REQUIREMENTS SET FORTH BY THE CITY TRAFFIC ENGINEER. THERE SHALL BE NO DIRECT PAYMENT FOR SAID TRAFFIC CONTROL PLAN PREPARATION. THE CONTRACTOR SHALL RESTORE THE EXISTING TRAFFIC MECHANISMS TO ORIGINAL CONDITION.

CONSTRUCTION PHASE I

- INSTALL ALL APPLICABLE TRAFFIC CONTROL DEVICES
- INSTALL ALL EROSION CONTROL DEVICES AND COORDINATE WITH THE PROJECT ENGINEER FOR APPROVAL PRIOR TO BREAKING GROUND.

TRAFFIC PHASE I

- TRAFFIC NOT AFFECTED
- TRAFFIC NOT AFFECTED

PHASE II

- REMOVAL OF EXISTING TRAFFIC SIGNALS:

THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF MOBILE TO FLASH ALL TRAFFIC SIGNALS TO BE REMOVED "RED" FOR A PERIOD OF 90 DAYS PRIOR TO REMOVING. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE CITY OF MOBILE PRIOR TO REMOVING ANY TRAFFIC SIGNALS.

PRIOR TO THE COMPLETION OF THE 90-DAY FLASHING PERIOD, THE CONTRACTOR SHALL INSTALL THE REQUIRED STOP SIGNS.

AFTER THE 90 DAY FLASHING PERIOD IS COMPLETE AND THE REQUIRED SIGNAGE HAS BEEN INSTALLED, THE CONTRACTOR SHALL REMOVE THE TRAFFIC SIGNAL POLES AND EQUIPMENT.

PHASE III

- COMPLETE ANY REMAINING ITEMS OF WORK AND REMOVE CONSTRUCTION TRAFFIC CONTROL DEVICES.

PHASE III CONSTRUCT UNDER TRAFFIC

ESTIMATED QUANTITIES				
ITEM NUMBER	DESCRIPTION	UNIT	BASE BID QUANTITY	STD OR SPECIAL DWS NO
740B-000	CONSTRUCTION SIGNS	30 FT	1000	
740D-000	CHANNELIZING DRAINS	EACH	50	SHEET 2H
740E-000	CONES (36 INCHES HIGH)	EACH	150	SHEET 2H
740F-002	BARRICADES, TYPE III	EACH	10	B-107-2
740I-002	WARNING LIGHTS, TYPE B	EACH	10	SHEET 2H
740M-001	BALLAST FOR CONE	EACH	150	

*TRAFFIC CONTROL ITEMS SHALL BE USED AS NEEDED. QUANTITIES PROVIDED ARE ESTIMATES.

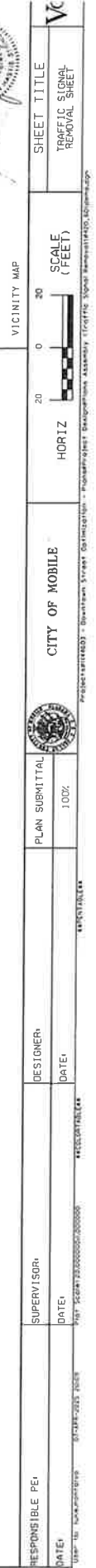
04-07-2025



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	PLANNING SUBMITTAL:	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE:
DATE:	DATE:	DATE:	100%			TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION
PROJECT: 1144603 - Barrington Street Signalization - Homebridge Engineering Assembly / Traffic Signal Removal/BSN/ADP/TPA.mxd **FOR FILE** **CHECK FILE**						

REFERENCE PROJECT NO	FISCAL YEAR
1144603 000	2025

2025-04-02 REV 1: REMOVED NOTE 2



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Certifications, Affidavits, & Project Closeout Attachment D

Project Addendums Attachment E

Project Plan Sheets.....Attachment F

ITEM I
ADVERTISEMENT FOR BIDS

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 Government Plaza Atrium, Ground Floor, for constructing:

Project No. 2025-2060-04
Downtown Street Optimization – Removal of Traffic Signals
City of Mobile
Mobile, Alabama

At the specified time, all bids will be publicly opened and read aloud. The opening will be held at 205 Government Street, Government Plaza, Atrium, Ground Floor.

A mandatory pre-bid meeting will be held on Wednesday, April 2, 2025 at (2:30 p.m.) local time at City of Mobile Traffic Engineering Department Conference Room, 852 Gayle Street, Mobile, Alabama for the purpose of briefing prospective bidders and DBE's about this project. All prospective bidders are required to attend.

Major items of work include the removal of existing traffic signals at various City of Mobile intersections in the downtown area.

The project shall be completed within 150 Calendar Days of the Issuance of Notice to Proceed. Liquidated Damages for this project shall be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all the latest additions and modifications of the Engineering Department for the City of Mobile.

A Disadvantaged Business Enterprise (DBE) goal of 15% has been established for this project. The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with their proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under item (1) to meet the Owner's project goal;
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26. *Per 49 CFR Part 26.53(b)(3), the Bidder may submit evidence of a good faith effort within five (5) days after the bid opening.*

Plans and specifications may be inspected at no charge online at www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project #9592820 on the website's project search page.

Complete digital plans and contract documents shall be purchased and obtained electronically from Volkert's website, www.volkert.com, by clicking the "BID INVITATIONS" link at the bottom of the page or from www.questcdn.com by inputting Quest project #9592820 on the website's project search page. Please contact QuestCDN customer support at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information. A payment of \$22.00 will be required to download the plans and contract documents.

The Contractor must purchase and obtain the plans and specifications from the website listed above or obtain them from Volkert in order to submit a bid. Bids must be submitted upon the forms included within the contract documents and specifications. Bids shall include all pages included in the contract Bid Documents. Submission of the entire contract book is required. Guarantee will be required with each bid as follows: At least 5% of the amount of the bid, but in no event more than Ten Thousand Dollars (\$10,000), shall be filed in the form of a certified check or bid bond payable to the City of Mobile.

Contract bond will be required as follows: 100% of the contract price.

Labor and Materials Bond will be required as follows: 100% of the contract price.

Any contractor that desires to bid as a prime contractor must possess an appropriate HS Major Classification or other appropriate specialty classifications per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code at the time of bid opening. No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified with the State of Alabama.

No contract will be awarded unless the contractor holds a current and appropriate license from the State Licensing Board for General Contractors, Montgomery, Alabama.

No bid shall be withdrawn after submission of the sealed bid.

The right is reserved to reject any or all bids and waive informalities in the bidding.

Jennifer White, P.E.
City of Mobile Traffic Engineer
Mobile, Alabama

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished or copies thereof shall be used and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within fifteen (15) 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 **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project No. **2025-2060-04**, 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 the 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:

Any contractor that desires to bid as a prime contractor must possess a **Highways & Streets major classification or appropriate specialty classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code at the time of bid opening.

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 City Traffic Engineer and request clarification, in writing.

Clarification will be made only by written Addenda sent to all prospective bidders. The City Traffic Engineer will not 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 City Traffic 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 fifteen (15) 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 Traffic 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 Traffic Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Traffic 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 Traffic 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 Traffic 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 Traffic 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: 4/9/2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY TRAFFIC ENGINEER, as well as the premises

Project No.: 2025-2060-04
Project: Downtown Street Optimization – Removal of Traffic Signals
Project Description: Removal of Traffic Signals at various City of Mobile Intersections in the Downtown Area

The Bidder further agrees to construct the improvements in **150 calendar days**.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile Traffic Engineering Department, Attention: Jennifer White, whitej@cityofmobile.org. In order to receive consideration, the request must be received before 12:00 p.m. Monday, April 7, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

DOWNTOWN STREET OPTIMIZATION REMOVAL OF TRAFFIC SIGNALS CITY OF MOBILE PROJECT NUMBER 2025-2060-04

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
206C000	1477	SQUARE YARD	REMOVING CONCRETE SIDEWALK FOR <u>Fifty</u> DOLLARS AND <u>zero</u> CENTS	50.00	73,850.00
600A000	1	LUMP SUM	MOBILIZATION <u>One Hundred twenty one Thousand Three Hundred Thirty-Two</u> DOLLARS AND <u>zero</u> CENTS	121,332.00	121,332.00
618A000	1477	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK FOR <u>One Hundred Five</u> DOLLARS AND <u>zero</u> CENTS	105.00	155,085.00
618C001	508	SQUARE FOOT	DETECTABLE WARNING SURFACE FOR <u>Seventy</u> DOLLARS AND <u>zero</u> CENTS	70.00	35,560.00
618D000	245	SQUARE YARD	CURB RAMP FOR <u>Two Hundred Ninety</u> DOLLARS AND <u>zero</u> CENTS	290.00	71,050.00
703A002	600	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A FOR <u>Eight</u> DOLLARS AND <u>zero</u> CENTS	8.00	4,800.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
710A160	581	SQUARE FOOT	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND) FOR <u>Forty-Eight</u> DOLLARS AND <u>Zero</u> CENTS	48.00	27,888.00
710A170	94	SQUARE FOOT	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND) FOR <u>Forty-Two</u> DOLLARS AND <u>Zero</u> CENTS	42.00	3,948.00
710C000	1	LUMP SUM	REMOVAL OF EXISTING ROADWAY SIGNS FOR <u>Eighteen Thousand</u> DOLLARS AND <u>Zero</u> CENTS	18,000.00	18,000.00
730A002	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST ANTHONY ST @ ST JOSEPH ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A003	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST ANTHONY ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A004	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ WASHINGTON AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A005	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ JACKSON ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
730A006	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ CONCEPTION ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A007	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ ST. JOSEPH ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A008	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST LOUIS ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A009	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST MICHAEL ST @ ST JOSEPH ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A010	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST MICHAEL ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00
730A011	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ SPRINGHILL AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>Zero</u> CENTS	10,000.00	10,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
730A012	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ SCOTT ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A013	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ WASHINGTON AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A014	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ CONCEPTION ST) FOR <u>Thirteen Thousand</u> DOLLARS AND <u>zero</u> CENTS	13,000.00	13,000.00
730A015	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ ST. JOSEPH ST) FOR <u>Thirteen Thousand</u> DOLLARS AND <u>zero</u> CENTS	13,000.00	13,000.00
730A016	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (ST FRANCIS ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A017	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (WASHINGTON AVE @ SPRINGHILL AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
730A018	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (WASHINGTON AVE @ DAUPHIN ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A019	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ WARREN ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A020	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ CLAIBORNE ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A021	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ JACKSON ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A022	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ JOACHIM ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A023	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ CONCEPTION ST) FOR <u>Thirteen Thousand</u> DOLLARS AND <u>zero</u> CENTS	13,000.00	13,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
730A024	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ ST JOSEPH ST) FOR <u>Thirteen Thousand</u> DOLLARS AND <u>zero</u> CENTS	13,000.00	13,000.00
730A025	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (DAUPHIN ST @ ROYAL ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A026	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (CONTI ST @ WASHINGTON AVE) FOR <u>Ten Thousand</u> DOLLARS AND <u>zero</u> CENTS	10,000.00	10,000.00
730A027	1	LUMP SUM	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (CONTI ST @ CONCEPTION ST) FOR <u>Ten Thousand</u> DOLLARS AND <u>zer</u> CENTS	10,000.00	10,000.00
740B000	1000	SQUARE FOOT	CONSTRUCTION SIGNS FOR <u>Eight</u> DOLLARS AND <u>zero</u> CENTS	8.00	8,000.00
740D000	50	EACH	CHANNELIZING DRUMS FOR <u>Forty-Eight</u> DOLLARS AND <u>zero</u> CENTS	48.00	2,400.00
740E000	150	EACH	CONES (36 INCHES HIGH) FOR <u>Eighteen</u> DOLLARS AND <u>zero</u> CENTS	18.00	2,700.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
740F002	10	EACH	BARRICADES, TYPE III FOR <u>Two Hundred Fifteen</u> DOLLARS AND <u>zero</u> CENTS	215.00	2,150.00
740I002	10	EACH	WARNING LIGHTS, TYPE B FOR <u>Seventy-Five</u> DOLLARS AND <u>zero</u> CENTS	75.00	750.00
740M001	150	EACH	BALLAST FOR CONE FOR <u>zero</u> DOLLARS AND <u>One</u> CENTS	0.01	1.50
750D200	15	EACH	ELECTRICAL JUNCTION BOX, TYPE 1 FOR <u>One Thousand Seven Hundred</u> DOLLARS AND <u>zero</u> CENTS	1,700.00	25,500.00
750E115	780	LINEAR FOOT	CONDUIT, 2 INCH, RIGID NONMETALLIC FOR <u>Eighteen</u> DOLLARS AND <u>zero</u> CENTS	18.00	13,500.00 14,040
750F024	1794	LINEAR FOOT	CONDUCTOR, #6 AWG FOR <u>Four</u> DOLLARS AND <u>zero</u> CENTS	4.00	7,176.00
750K020	1	LUMP SUM	MODIFICATION OF ROADWAY LIGHTING FOR <u>Nine Thousand</u> DOLLARS AND <u>zero</u> CENTS	9,000.00	9,000.00

ITEM NO.	BID QTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	BASE AMOUNT BID
756A022	780	LINEAR FOOT	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION FOR <u>Ninety-Three</u> DOLLARS AND <u>zero</u> CENTS	93.00	72,540.00
SP-004	69	EACH	TYPE B DECORATIVE SIGN POST FOR <u>Two thousand three hundred</u> DOLLARS AND <u>zero</u> CENTS	2,300.00	158,700.00
TOTAL BASE BID				\$1,085,930.50	

\$1,086,470.50

Base Bid

Total (All items listed in Proposal) \$ ~~1,085,930.50~~ **\$1,086,470.50**

Written in words: ~~One million, eighty-five thousand, nine hundred thirty dollars and fifty cents~~
One million, eighty-six thousand, four hundred seventy dollars and fifty cents

Number of calendar days to complete: 150

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 3835 Gordon John Drive Mobile,
AL 36693

By _____

Signature of Bidder M'Elhenny Construction G. LLC
(If a Corporation)

By [Signature]
President

Business Address PO Box 1409
Theodore, AL 36590

[Signature]
Secretary

Business Address PO Box 1409
Theodore, AL 36590

[Signature]
Treasurer

Business Address PO Box 1409
Theodore, AL 36590

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: [Signature]
Secretary

AL-49555
State License Number

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 Oblige, 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 **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project Number **2025-2060-04**.

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 Oblige 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:

Alabama Resident Agent

Billie Jo Sanders
Billie Jo Sanders, Attorney-in-Fact

By Billie Jo Sanders
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

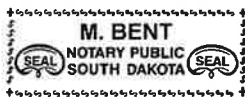
Larry Kasten, Vice President

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."

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That _____
(Name of Contractor)

(Address)

as Principal, and _____
(Name of Surety)

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project Number **2025-2060-04**.

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 _____ (Date)

(Contracting Firm)

Witness as to Principal by: _____ (SEAL)

(Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we McElhenney Construction Company, LLC
 as Principal and Western Surety Company
as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body
corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of
One Million, Eighty Six Thousand, Four Hundred Seventy and 50/100

Dollars (\$ 1,086,470.50) 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 **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project Number **2025-2060-04** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted, and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

McElhenney Construction Company, LLC
(Corporate Name)

BY: 
(Signature)

ITS: President
(Title)

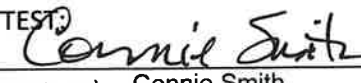
ATTEST: 
(Signature)

ITS: P. M.

Western Surety Company
(Surety sign here)(Corporate name)

BY: 
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST: 
(Signature) Connie Smith

ITS: Witness
(Title)

Corporate Seal

ITEM VI

PERFORMANCE BOND

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", the sum of One Million, Eighty Six Thousand,

Four Hundred Seventy and 50/100 Dollars (\$ 1,086,470.50),

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 a written agreement with said Oblige, dated _____, 20____, entered into a Contract with the Owner for **Downtown Street Optimization – Removal of Traffic Signals**, City of Mobile Project Number **2025-2060-04** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

McElhenney Construction Company, LLC

(Corporate Name)

BY: [Signature]
(Signature)

ITS: President
(Title)

ATTEST: [Signature]
(Signature)

ITS: P.M.

Western Surety Company
(Surety sign here)(Corporate name)

BY: [Signature]
(Signature)

ITS: Billie Jo Sanders, Attorney-in-Fact
(Title)

ATTEST: [Signature]
(Signature) Connie Smith

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

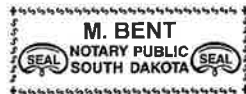
Larry Kasten, Vice President

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 / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



MCELCON-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2025

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto		
	PHONE (A/C, No, Ext): (334) 386-3608	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 ☒ 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)	\$
							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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	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)
Downtown Street Optimization - 2025-2060-04

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

ITEM VII **INSURANCE**

Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

The 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. A sample Certificate of Liability Insurance form, including the policy endorsement requirements is attached for Contractor's reference.

Additional Insured – Automatic – Owners, Lessees Or Contractors



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 3538202 - 02

Effective Date: 07/01/2024

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.



Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 3538202 - 02	07/01/2024	07/01/2025		09798000		

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: McElhenney Construction Company, LLC

Endorsement Effective Date:

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

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: McElhenney Construction Company, LLC

Endorsement Effective Date:

SCHEDULE

Insurance Company: Zurich American Insurance Company

Policy Number: BAP 3538203 - 02

Effective Date: 07/01/2024

Expiration Date: 07/01/2025

Named Insured: McElhenney Construction Company, LLC

Address: 3835 Gordon John Drive
Mobile, AL 36693-5202

Additional Insured (Lessor): ALL LESSORS

Address:

Designation Or Description Of "Leased Autos": ALL LEASED AUTOS

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 Traffic Engineer, as in the case of an employee.
2. The contractor shall not sublet the contract or any portion thereof without written permission from the City Traffic 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 Traffic 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 Traffic 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, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered

as outlined in Sub article 108.04(e) Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. 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.**
5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the City Traffic Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
6. In said specifications, where the words "State of Alabama", "Governor", "State", "State Highway Department", "Director", etc. appear substitute "City of Mobile Traffic Engineering Director, 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 in money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Traffic Engineer.
13. 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 Traffic Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Traffic Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable specifications of Items 104 and 107. There will be no compensation for this work.
15. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
16. It 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).
17. 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 Manual on Uniform Traffic Control Devices, 2024 Edition, and other requirements set forth by the City Traffic Engineer. There shall be no direct payment for said traffic control plan preparation or for items in Section 740. The Contractor shall restore existing traffic mechanisms to original condition.
18. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

19. 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.
20. The contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for the disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 206.4(c) and 201.03(d) of the Standard Specifications.**
21. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
22. It is the sole responsibility of the Contractor to protect his/her equipment. The City shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
23. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
24. 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.
25. 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.
26. 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 City of Mobile or its agents from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

27. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department. Based on specific locations, work at night or weekends may be necessary.
28. Attention is drawn to the fact that this work will be performed under traffic conditions requiring special care to expedite the work and prevent undue hazardous conditions. Traffic control will be the responsibility of the Contractor in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Specific areas will require different levels of traffic control as indicated in the MUTCD. All Contractor employees who are exposed to the risks of moving roadway traffic or construction equipment must wear high-visibility apparel meeting the standards of ANSI 107-2004 Class 3. The City Traffic Engineer or his designee shall have the right to suspend work performance of a Contractor found to be in non-compliance on a particular worksite.
29. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All workmanship is subject to inspection and approval by the City Traffic Engineer, or his designee.
30. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the City Traffic Engineer.
31. **The Contractor will be responsible for contacting the City Traffic Engineer or his designee daily to discuss the proposed work schedule for the day. This should be done at either the beginning of the day or end of the day to cover the previous day's work or the next day's work schedule. Projections for the following week should be communicated by Thursday of the preceding week. If no work is anticipated for a one-week period, the Contractor must notify the City Traffic Engineer or his designee by Tuesday morning of said week. Telephone or email communication is acceptable for notifications.**

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 _____, 2025, 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:	Downtown Street Optimization – Removal of Traffic Signals
Project No:	2025-2060-04
Project Description:	Removal of Traffic Signals at various City of Mobile Intersections in the Downtown Area

City of Mobile Project Number **2025-2060-04**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 1,086,470.50) 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 for Alabama Department of Transportation projects at the time of the bid opening to be considered a valid bidder for this project.

CITY TRAFFIC ENGINEER:

(6) Whenever the word "CITY TRAFFIC ENGINEER" is used, it shall refer to the TRAFFIC ENGINEERING DIRECTOR for the City of Mobile or his appointed assistant.

AUTHORITY OF THE CITY TRAFFIC ENGINEER:

(7) The CITY TRAFFIC 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 TRAFFIC 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:

(8) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY TRAFFIC ENGINEER or as noted herein.

ARBITRATOR:

(9) Both parties to this contract hereby agree that the CITY TRAFFIC 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 TRAFFIC ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(10) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(11) 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:

(12) The CITY TRAFFIC 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 TRAFFIC ENGINEER.

The CITY TRAFFIC ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(13) 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 Traffic ENGINEER at any time prior to the completion of the work and its acceptance by the CITY TRAFFIC ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(14) If the work of any person employed by the CONTRACTOR should appear to the CITY TRAFFIC ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY TRAFFIC ENGINEER.

CHANGES AND EXTRA WORK:

(15) 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 TRAFFIC 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:

(16) 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:

(17) All work shall be done according to the direction of the CITY TRAFFIC ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(18) 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:

(19) If, in the opinion of the CITY TRAFFIC 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 TRAFFIC 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 TRAFFIC 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:

(20) 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 TRAFFIC ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY TRAFFIC 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 TRAFFIC ENGINEER, to ensue, the CITY TRAFFIC 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:

(21) 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 CITY TRAFFIC ENGINEER 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 CITY, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(22) 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.

FINAL ESTIMATE:

(23) Upon the final completion of the work according to the terms of these Articles of Agreement, the City Traffic Engineer shall inspect all work and materials not previously accepted and returned. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the CONTRACTOR and rendered to the CITY. Upon receipt of the

Contractor's certification of project completion, the City Traffic 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 City Traffic 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.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(24) 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.

PROHIBITION OF BOYCOTTING:

(25) 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.

NONDISCRIMINATION CLAUSE:

(26) The CONTRACTOR shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____
ITS MAYOR

ATTEST:

BY: _____
CITY CLERK

CONTRACTOR:

AN INDIVIDUAL

WITNESSES:

McElhenney Construction Co., LLC.

CONTRACTOR: (IF CORPORATION)

BY: 
ITS PRESIDENT

ATTEST: 

ITS SECRETARY

CORPORATE SEAL

DATE

STATE OF ALABAMA }

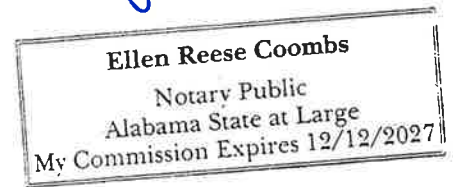
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that
Josh McElhenny whose name is signed to the foregoing instrument in the capacity
of President of McElhenny Construction 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 22 day of May, 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, 2022 Edition, shall be amended as follows:

1. SECTION 105.06 COOPERATION BY THE CONTRACTOR (b) CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

If requested by the CITY TRAFFIC ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in associated work items. At the request of the CITY TRAFFIC ENGINEER in writing, 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 City of Mobile or its agents.

2. SECTION 108.01 SUBLETTING AND ASSIGNMENT (a) SUBLETTING; PARAGRAPH 1 LIMITATIONS OF THE EXTENT OF SUBLETTING SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The CITY TRAFFIC ENGINEER reserves the right to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the CITY. Furthermore; the CITY TRAFFIC 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 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the CONTRACTOR will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions. The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. ITEM SP-004 – TYPE B DECORATIVE SIGN POSTS

Material Requirements

The sign post material shall be per the details shown in the construction plans.

The concrete foundation material shall meet the ALDOT standards for Class A concrete.

Construction Requirements

The sign posts shall be installed as per the details shown in the construction plans.

The concrete foundation shall be installed per the details in the construction plans.

Method of Measurement

The number of Type B Decorative Sign Posts (SP-004) complete in place and accepted will be the sum of each of the posts shown on the plans.

Basis of Payment

The accepted each of Type B Decorative Sign Posts (SP-004), measured as provided above, will be paid for at the contract unit price bid which shall be full compensation for the item complete in place and includes the installation of the post and foundation and for all materials, equipment, tools labor and incidentals necessary to complete the work.

PAYMENT WILL BE MADE UNDER ITEM NO.:
Item SP-004 Type B Decorative Sign Post – per each

No Payment for stored material will be included on the monthly estimates.

ATTACHMENT A

CONTRACTORS INSURANCE CERTIFICATIONS

ATTACHMENT B

CITY OF MOBILE

SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT



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-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on Form 1), you are required to complete the "good faith effort" documentation on Form 2. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via 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	McElhenney Construction Company, LLC
Address	P.O. Box 1409 Theodore, AL 36590
Telephone	251-973-0030
E-Mail	drew@mcElhenneyconst.com

RFP/RFAQ Solicitation Number	2025-2060-04
Project Description	Downtown Street Optimization - Removal of Traffic Signals
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 31 Female 5 Minority 16 Non-minority 20 Vets
Total # of Employees	36

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew Windham
Signature: Drew Windham Date: 4/9/2025
Title: P.M. / 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: Drew Windham Title: P.M. / Estimator
E-mail: Phone: drew@mcElhenneyconst.com



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 Phone 251-973-0030 Email drew@mcclhenneyconst.com
Contact Person: Drew Windham

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 ALDOT DBE 's
☒		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.
☒		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 on the City of Mobile Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
☒		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

☒	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, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archniquekidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:		Estimated Completion Date:					
This report is for the month of:		JAN	APR	JULY	OCT	FINAL	
(CHECK ONE):		FEB	MAY	AUG	NOV		
		MARCH	JUNE	SEPT	DEC		
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)			Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)
\$	\$	\$			\$		
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

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: _____ (Date) _____

ATTACHMENT C

E-VERIFY AFFIDAVIT

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 (MCC)

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 MCC 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 McElhenney Construction is enrolled in the E-Verify program. The
Company ID Number in the E-Verify program is as follows: 709831.

[Signature]
CEO of McElhenney Construction 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]
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.



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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



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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



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(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



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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.



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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



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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



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- 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.



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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



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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.



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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.

ATTACHMENT D

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

STATE OF: ALABAMA

COUNTY OF: MOBILE

CITY OF MOBILE

CITY PROJECT NO.: 2025-2060-04

PROJECT NAME: Downtown Street Optimization – Removal of Traffic Signals

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.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this the

_____ day of _____, 20____.

Surety Company

Witness

Signature of Authorized Agent

Title

**CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF CLAIMS & DEBTS**

CITY OF MOBILE

CITY PROJECT NO.: 2025-2060-04

PROJECT NAME: Downtown Street Optimization – Removal of Traffic Signals

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 City 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 City.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the City.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT E

PROJECT ADDENDUMS

ADDENDUM NO. 1



PROJECT NO: 2025-2060-04
PROJECT DESCRIPTION: DOWNTOWN STREET OPTIMIZATION – TRAFFIC SIGNAL REMOVAL
PROJECT OWNER: CITY OF MOBILE
OWNER REP / ENGINEER: VOLKERT INC. / JORDAN STRINGFELLOW, P.E.
DATE OF ISSUE: April 7, 2025
RECIPIENT: Meeting Attendees and Plan Holders

ADDENDUM NO. 1

The information included in Addendum No. 1 and attachments hereto shall be considered in preparation of the proposal for the above referenced project and shall be made part of the Contract Documents and Specifications of the above referenced project.

RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED BY ATTACHING THE ADDENDUM WITH THE SUBMITTED BID IN APPENDIX E PROJECT ADDENDUMS. FAILURE TO ACKNOWLEDGE THIS ADDENDUM MAY RESULT IN NON-RESPONSIVE PROPOSAL.

PROPOSAL MODIFICATIONS, ITEMS OF CLARIFICATION, RESPONSES

QUESTIONS

1. Will Volkert be providing the concrete testing services?

ANSWER: Yes. Volkert will have a resident project representative on a related resurfacing project in downtown. Please coordinate concrete testing for this with the Volkert representative.

2. On plan sheet #420 at S. Conception St. and Conti St., the drawings call for the existing traffic controller to be retained, but the notes call for the contractor to remove the power from the cabinet. Is this correct?

ANSWER: The traffic control cabinet and the power to the cabinet shall be retained at this location. Note #2 was removed from plan sheet #420 (see revised plan sheet in Appendix A).

ADDENDUM NO. 1



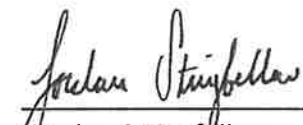
3. There are several locations that call for the cabinets to be removed but show equipment (i.e. luminaires and ptz cameras) that are to be retained and will need power reworked. Can the engineer provide a detailed drawing of a City approved service for each of these locations?

ANSWER: In most cases, the lighting power circuit simply passes through the traffic control cabinet. In this instance, a junction box is all that would be required. However, in the case that a new power service is required, a detail has been provided in the plans. Please refer to plan sheet number 2E for this detail (see attached revised plan sheet in Appendix A). The cost associated with constructing the new service shall be subsidiary to pay item 730A.

4. **GENERAL COMMENT:** Project note #19 was added to plan sheet 2B regarding the requirement for the contractor to contact the Mobile Police Department when removing the existing License Plate Reader (LPR) equipment from the existing mast arms and poles.

Please call with any questions.

Issued By:


Jordan Stringfellow, P.E.
Assistant Vice President

:/lrm

Enclosure:

Cc: Moynur Rahman, P.E., Adam Spence, P.E., Jennifer White, P.E.


Jennings clayton

Appendix A

Revised Plan Sheets

INDEX TO SHEETS

ADDED PROJECT NOTE #19 TO SHEET 281;
ADDED SHEET 281 PROJECT DETAIL FOR TOWNSHIP;
REVISED SHEET NUMBERS FOR PAGES 281 & 282;
REMOVE NOTE #2 FROM PLAN SHEET # 420

SHEET NO.	DESCRIPTION
1	TITLE SHEET
1A	INDEX TO SHEETS
1B	STANDARD AND SPECIAL DRAWINGS
2	PROJECT SCOPE
2A	PLAN SHEET LEGEND
2B	PROJECT NOTES SHEET
2C-2E	PROJECT DETAILS
2F	GENERAL TRAFFIC CONTROL PLAN NOTES
2G	TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION
3-30	SUMMARY OF QUANTITIES
4-149	OMITTED
150	SIGNING LAYOUT SHEET LEGEND
151-176	OMITTED
177	SIGNING LAYOUT SHEET
178-182	OMITTED
183	SIGNING LAYOUT SHEET
184	SIGNING LAYOUT SHEET
185	OMITTED
186	SIGNING LAYOUT SHEET
187-189	OMITTED
190	SIGNING LAYOUT SHEET
191	SIGNING LAYOUT SHEET
192	SIGNING LAYOUT SHEET
193	SIGNING LAYOUT SHEET
194-200	OMITTED
201	SIGNING LAYOUT SHEET
202	SIGNING LAYOUT SHEET
203	OMITTED
204	SIGNING LAYOUT SHEET
205-209	OMITTED
210	SIGNING LAYOUT SHEET
211-212	OMITTED
213	SIGNING LAYOUT SHEET
214	SIGNING LAYOUT SHEET
215-216	OMITTED
217	SIGNING LAYOUT SHEET
218	SIGNING LAYOUT SHEET
219	OMITTED
220	SIGNING LAYOUT SHEET
221	OMITTED
222	SIGNING LAYOUT SHEET
223-225	OMITTED
227	SIGNING LAYOUT SHEET
228-306	OMITTED

SHEET NO.	DESCRIPTION
399	TRAFFIC SIGNAL REMOVAL SHEET LEGEND & NOTES
400	OMITTED
401	TRAFFIC SIGNAL REMOVAL SHEET (ST. ANTHONY ST @ ST. JOSEPH ST)
402	TRAFFIC SIGNAL REMOVAL SHEET (ST. ANTHONY ST @ ROYAL ST)
403	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ WASHINGTON AVE)
404	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ JACKSON ST)
405	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ CONCEPTION ST)
406	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ ST. JOSEPH ST)
407	TRAFFIC SIGNAL REMOVAL SHEET (ST. LOUIS ST @ ROYAL ST)
408	TRAFFIC SIGNAL REMOVAL SHEET (ST. MICHAEL ST @ ST. JOSEPH ST)
409	TRAFFIC SIGNAL REMOVAL SHEET (ST. MICHAEL ST @ ROYAL ST)
410	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ SPRINGHILL AVE, ST FRANCIS ST @ SCOTT ST & ST FRANCIS ST @ WASHINGTON AVE)
411	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ CONCEPTION ST)
412	TRAFFIC SIGNAL REMOVAL SHEET (ST. FRANCIS ST @ ROYAL ST, ST. FRANCIS ST @ ST. JOSEPH ST.)
413	TRAFFIC SIGNAL REMOVAL SHEET (WASHINGTON AVE @ SPRINGHILL AVE & DAUPHIN ST)
414	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ WARREN ST)
415	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ CLAIBORNE ST & JACKSON ST)
416	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ CONCEPTION ST)
417	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ ST. JOSEPH ST.)
418	TRAFFIC SIGNAL REMOVAL SHEET (DAUPHIN ST @ ROYAL ST)
419	TRAFFIC SIGNAL REMOVAL SHEET (CONTR ST @ WASHINGTON AVE)
420	TRAFFIC SIGNAL REMOVAL SHEET (CONTR ST @ CONCEPTION ST)
421	REQUIRED CONDUIT INSTALLATION SHEET



04-07-2025



RESPONSIBLE PEI	SUPERVISOR	DESIGNER	PLAN SUBMITTAL	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE
DATE	DATE	DATE	100%			INDEX TO SHEETS
DATE	DATE	DATE	DATE			

PROJECT NOTES

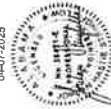
REFERENCE PROJECT NO.	FISCAL YEAR
114603.000	2025

GENERAL NOTES

- THE PROJECT CONTRACTOR SHALL ALWAYS HAVE A COPY OF THE STATE OF ALABAMA HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2022 EDITION ON SITE.
- SPECIAL CARE IS TO BE TAKEN SO TREES OUTSIDE THE LIMITS OF CONSTRUCTION REMAIN UNHARMED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF HIS OPERATION AND SHALL INITIATE HIS OWN SAFETY PROGRAM. THE CONTRACTOR SHALL COMPLY WITH ALL DEPARTMENT OF LABOR, SAFETY AND HEALTH REGULATIONS AS SPECIFIED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.
- IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE REQUIRED CONSTRUCTION CAN BE PERFORMED WITHIN THE AREA PROVIDED AND COMPLY WITH THE REQUIREMENTS OF THE SAFETY AND HEALTH REGULATION (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 IS 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).
- SHOULD THE CONTRACTOR ELECT TO OBTAIN AREAS FOR THE PURPOSE OF STORING MATERIALS AND EQUIPMENT OR FOR CONDUCTING HIS WORK OPERATIONS, HE SHALL FURNISH THE OWNER AND ENGINEER A COPY OF THE AGREEMENT BETWEEN HIM AND THE OWNER OF THE PROPERTY PRIOR TO USING THE AREA (NO DIRECT PAYMENT). ANY CURB AND GUTTER, SIDEWALK, DRIVEWAY, ETC., DAMAGED BY THE CONTRACTOR WHEN HAULING MATERIALS OR MOVING EQUIPMENT IN OR OUT FROM THIS STORING AREA SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE. CONTRACTOR WILL BE RESPONSIBLE FOR ALL PERMITS.
- PRIOR TO FINAL ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A COMPLETE SET OF "AS-BUILT" PLANS SHOWING ACTUAL QUANTITIES AND PLAN CHANGES. THE ENGINEER WILL FURNISH THE CONTRACTOR AN "ISSUED FOR CONSTRUCTION" SET OF DRAWINGS TO BE USED FOR THIS PURPOSE.
- THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER OF ANY PERCEIVED CONFLICTS, AMBIGUOUS ITEMS OR DEFICIENCIES IN THE PLANS, SPECIFICATIONS, GENERAL NOTES OR RELATED CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND ABIDING BY THE SPECIFICATIONS FOR THIS PROJECT.
- THE REQUIRED PRE-FABRICATED TRUNCATED CONE MAT APPLICATION SHALL BE CONSTRUCTED BY WET SETTING TACTILE PAPER PANELS (SURE DOME OR APPROVED EQUAL IN DESIGN) OVER THE EXISTING CURB AND GUTTER. THE WORK SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 618A. THE DIRECTIONAL BAR TILE SHALL ALSO BE CONSTRUCTED BY WET SETTING AND BE FEDERAL BRICK RED IN COLOR IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- SIDEWALK TO BE FIELD ADJUSTED AS NECESSARY BY THE ENGINEER'S REPRESENTATIVE IN FIELD. SEE PROJECT DETAILS FOR SIDEWALK ADJUSTMENT DETAILS. SIDEWALK TO NOT EXCEED 18" IN WIDTH. THE CONTRACTOR IS RESPONSIBLE FOR THE LAYOUT OF THE PROPOSED IMPROVEMENTS AND SHALL ENSURE ALL WORK PERFORMED IS ADA COMPLIANT.
- ALL EXISTING SIGNS REMOVED OR REPLACED ARE THE PROPERTY OF THE CITY OF MOBILE AND SHALL BE DELIVERED FOR RECYCLING TO THE TRAFFIC ENGINEERING DEPARTMENT, 852 GAYLE ST, AT NO ADDITIONAL COST. COORDINATE DELIVERY WITH MOBILE TRAFFIC ENGINEER, JENNIFER WHITE, 251-208-2960.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT WHETHER SHOWN ON THE PLANS OR NOT. THERE WILL BE NO ADDITIONAL COMPENSATION FOR EXPLORATORY POT-HOLING OR UTILITY INVESTIGATION.
- ITEMS TO BE REMOVED THAT ARE NOT PROVIDED FOR BY PAY ITEM OR SPECIFICALLY MENTIONED BY NOTE TO BE INCLUDED IN OTHER ITEMS OF WORK SHALL BE REMOVED IN ACCORDANCE WITH THE REQUIREMENTS FOR EXTRA WORK GIVEN IN ARTICLE 104-13 OF THE STANDARD SPECIFICATIONS.
- 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.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL REMOVED MATERIALS FROM THE PROJECT SITE. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE DISPOSAL OF DEBRIS AND CONSTRUCTION MATERIALS IN AN APPROPRIATE MANNER AND AT AN APPROVED, PERMITTED LOCATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH APPLICABLE LAWS OR ORDINANCES REGARDING MATERIAL TYPE AND DISPOSAL SITE, DISPOSAL OF CONSTRUCTION MATERIALS AND DEBRIS IS SPECIFIED IN SUB ARTICLES 208-41C) AND 201-031D) OF THE STANDARD SPECIFICATIONS.
- PRIOR TO REMOVING ANY TRAFFIC SIGNAL EQUIPMENT, THE CONTRACTOR SHALL COORDINATE WITH THE CITY TRAFFIC ENGINEER, JENNIFER WHITE (251-208-2960) TO INITIATE A 90-DAY "FLASHING RED" PERIOD FOR EACH SIGNAL.
- PAY ITEM 1100-000, REMOVAL OF EXISTING ROADWAY SIGNS, SHALL INCLUDE REMOVAL AND DISPOSAL OF THE SIGNS NOTED TO BE REMOVED AS WELL AS RELOCATION OF REMOVED SIGNS.
- PROPOSED STREET NAME SIGNS AS DEPICTED IN THE PLAN SHEETS SHALL BE PROVIDED BY THE CITY OF MOBILE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF THE STREET NAME SIGNS. THE COST OF INSTALLATION SHALL BE SUBSIDIARY TO PAY ITEM SP-004.
- THE CONTRACTOR SHALL CONTACT THE MOBILE POLICE DEPARTMENT, (251) 208-4781, PRIOR TO REMOVAL OF THE EXISTING LICENSE PLATE READER (LPR) DEVICES AND ASSOCIATED POWER CONNECTS FROM EXISTING MAST ARMS OR LIGHT POLES.

2025-04-02 REV 11
ADDED PROJECT NOTE

04-07-2025



ENVIRONMENTAL NOTES

- 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.

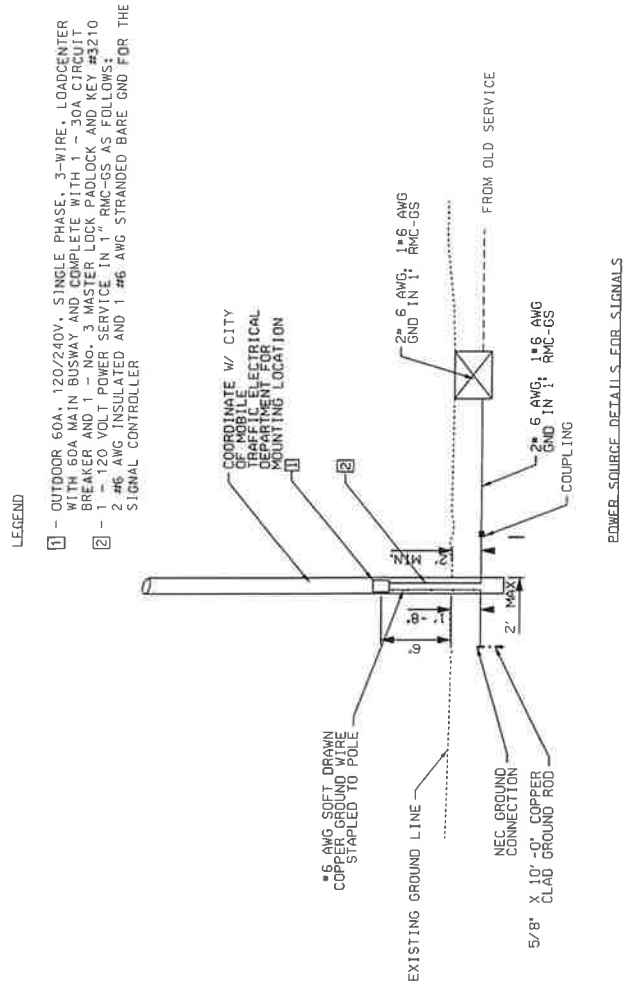
RESPONSIBLE PE	SUPERVISOR	DESIGNER	MOBILE COUNTY	NOT TO SCALE	SHEET TITLE
DATE	DATE	DATE			PROJECT NOTES
114603.000			114603.000		

REFERENCE PROJECT NO	FISCAL YEAR
1144603.000	2025

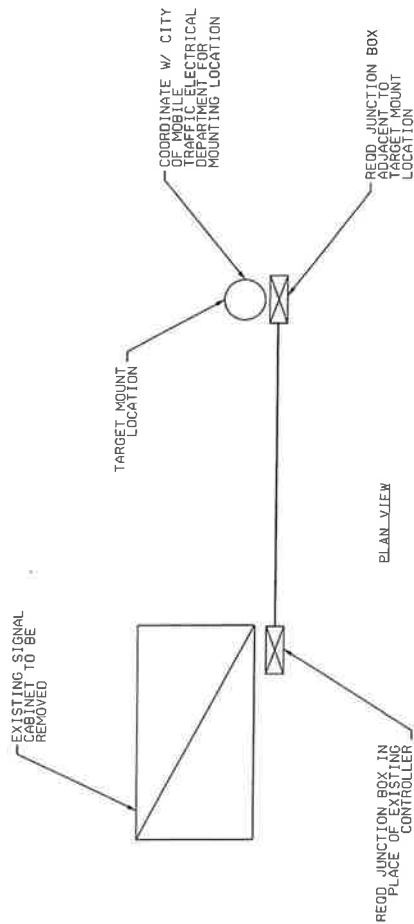
NOTES:

1. OVERHEAD RUNS OF POWER CONDUCTORS AND SIGNAL CONDUCTORS FROM A PROPOSED OR EXISTING POWER POLE, DIRECT TO THE METAL TRAFFIC SIGNAL POLE SHALL NOT BE PERMITTED.
2. WOOD POLE SHALL BE CLASS 111 36-FOOT SOUTHERN PINE CONFORMING TO THE REQUIREMENTS OF SECTION 890.10(b)(1).
3. THE METALLIC CONDUIT IS USED FOR GROUNDING. THE CONDUIT MUST BE BONDED AT THE METAL TRAFFIC SIGNAL POLE. BONDING METHOD SHALL CONFORM TO THE REQUIREMENTS OF THE CONDUIT. BONDING METHOD SHALL CONFORM TO THE REQUIREMENTS OF THE CONDUIT.
4. IF THE CONDUIT CANNOT BE TURNED UP INSIDE OF THE ADJACENT POLE BASE, THEN NON-METALLIC CONDUIT SHALL BE USED FOR ANY CONDUITS EXPOSED ABOVE GRADE.
5. PAYMENT FOR CONSTRUCTION OF THE NEW SERVICE SHALL BE A SUBSIDIARY OBLIGATION TO THE APPROPRIATE 730A PAY ITEM.

AWG	-	AMERICAN	WIRE	GAUGE
MAX	-	MAXIMUM		
MIN	-	MINIMUM		
Hz	-	HERTZ		
V	-	VOLTS		
A	-	AMPERES		
GRC	-	GALVANIZED	RIGID	CONDUIT
Ø	-	PHASE		



POWER SOURCE DETAILS FOR SIGNALS



04-07-2025

[illegible]

REFERENCE PROJECT NO	FISCAL YEAR
1144603 000	2025

THIS SHEET CONTAINS INFORMATION PREPARED BY OR FOR THE FEDERAL BUREAU OF INVESTIGATION AND IS NOT TO BE RELEASED OUTSIDE THE BUREAU OR TO ANY OTHER AGENCY OR INDIVIDUAL WITHOUT THE EXPRESS WRITTEN CONSENT OF THE FBI. All other agencies or individuals who receive this information are to be notified by the FBI of the release of this information and are to be prohibited from the further release of the FBI's information.	ALABAMA DEPARTMENT OF TRANSPORTATION AND COASTAL MARINE COMMISSION 300 SOUTH PEACH STREET, SUITE 200 MONTGOMERY, AL 36102	GENERAL TRAFFIC CONTROL PLAN NOTES	SHEET NUMBER 11 SHEET TOTAL 2000	SHEET TITLE GENERAL TRAFFIC CONTROL PLAN NOTES	DATE 10/10/2000
REVISION		DATE 10/10/2000	DATE 10/10/2000	DATE 10/10/2000	DATE 10/10/2000

TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION

REFERENCE PROJECT NO.	FISCAL YEAR
11-4603.000	2025

NOTES:

1. CONTRACTOR SHALL COORDINATE THE SCHEDULE FOR EACH TRAFFIC REMOVAL WITH THE CITY OF MOBILE PRIOR TO COMMENCING DEMO OPERATIONS.
2. CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF MUTCD, LATEST EDITION, FOR ADVANCED WARNING SIGNAGE AND ANY REQUIRED LANE CLOSURES.
3. ATTENTION IS DRAWN TO THE FACT THAT THIS WORK WILL BE PERFORMED UNDER TRAFFIC CONDITIONS REQUIRING SPECIAL CARE TO EXPEDITE THE WORK AND PREVENT UNDUE HAZARDOUS CONDITIONS. TRAFFIC CONTROL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). SPECIFIC AREAS WILL REQUIRE DIFFERENT LEVELS OF TRAFFIC CONTROL SIGNAGE. THE CONTRACTOR SHALL ADVISE ALL CONTRACTOR EMPLOYEES WHO ARE EXPOSED TO THE RISKS OF MOVING ROADWAY TRAFFIC OR CONSTRUCTION EQUIPMENT MUST WEAR HIGH VISIBILITY APPAREL MEETING THE STANDARDS OF ANSI 107-2004 CLASS 3. THE CITY TRAFFIC ENGINEER OR HIS DESIGNEE SHALL HAVE THE RIGHT TO SUSPEND WORK PERFORMANCE OF A CONTRACTOR FOUND TO BE IN NON-COMPLIANCE ON A PARTICULAR WORKSITE.
4. 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 OF THE MUTCD, LATEST EDITION, AND THE REQUIREMENTS SET FORTH BY THE CITY TRAFFIC ENGINEER. THERE SHALL BE NO DIRECT PAYMENT FOR SAID TRAFFIC CONTROL PLAN PREPARATION. THE CONTRACTOR SHALL RESTORE THE EXISTING TRAFFIC MECHANISMS TO ORIGINAL CONDITION.

CONSTRUCTION PHASE I

- INSTALL ALL APPLICABLE TRAFFIC CONTROL DEVICES
- INSTALL ALL EROSION CONTROL DEVICES AND COORDINATE WITH THE PROJECT ENGINEER FOR APPROVAL PRIOR TO BREAKING GROUND.

TRAFFIC PHASE I

TRAFFIC NOT AFFECTED
TRAFFIC NOT AFFECTED

PHASE II

- REMOVAL OF EXISTING TRAFFIC SIGNALS:

THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF MOBILE TO FLASH ALL TRAFFIC SIGNALS TO BE REMOVED "RED" FOR A PERIOD OF 90 DAYS PRIOR TO REMOVING. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE CITY OF MOBILE PRIOR TO REMOVING ANY TRAFFIC SIGNALS.

PRIOR TO THE COMPLETION OF THE 90-DAY FLASHING PERIOD, THE CONTRACTOR SHALL INSTALL THE REQUIRED STOP SIGNS.

AFTER THE 90 DAY FLASHING PERIOD IS COMPLETE AND THE REQUIRED SIGNAGE HAS BEEN INSTALLED, THE CONTRACTOR SHALL REMOVE THE TRAFFIC SIGNAL POLES AND EQUIPMENT.

PHASE II INSTALL LANE CLOSURES WITH FLAGMEN AS NEEDED

PHASE III

- COMPLETE ANY REMAINING ITEMS OF WORK AND REMOVE CONSTRUCTION TRAFFIC CONTROL DEVICES.

PHASE III CONSTRUCT UNDER TRAFFIC

ESTIMATED QUANTITIES				
ITEM NUMBER	DESCRIPTION	UNIT	BASE BID QUANTITY	STD OR SPECIAL DWG NO.
740B-000	CONSTRUCTION SIGNS	SQ FT	1000	
740D-000	CHANNELIZING DRUMS	EACH	50	SHEET 2H
740E-000	CONES (36 INCHES HIGH)	EACH	150	SHEET 2H
740F-002	BARRICADES, TYPE III	EACH	10	B-107-2
740G-002	WARNING LIGHTS, TYPE B	EACH	10	SHEET 2H
740M-001	BALLAST FOR CONE	EACH	150	

*TRAFFIC CONTROL ITEMS SHALL BE USED AS NEEDED. QUANTITIES PROVIDED ARE ESTIMATES.

04/02/2025



RESPONSIBLE PE DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL 100% 100%	CITY OF MOBILE	NOT TO SCALE	SHEET TITLE TRAFFIC CONTROL PLAN SEQUENCE OF CONSTRUCTION
PROJECT: 11-4603 - Downtown Street Rehabilitation - Phase II: Signal Rehabilitation, etc. (11-4603.000)						

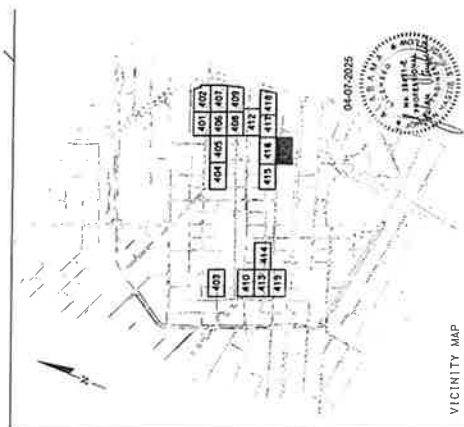
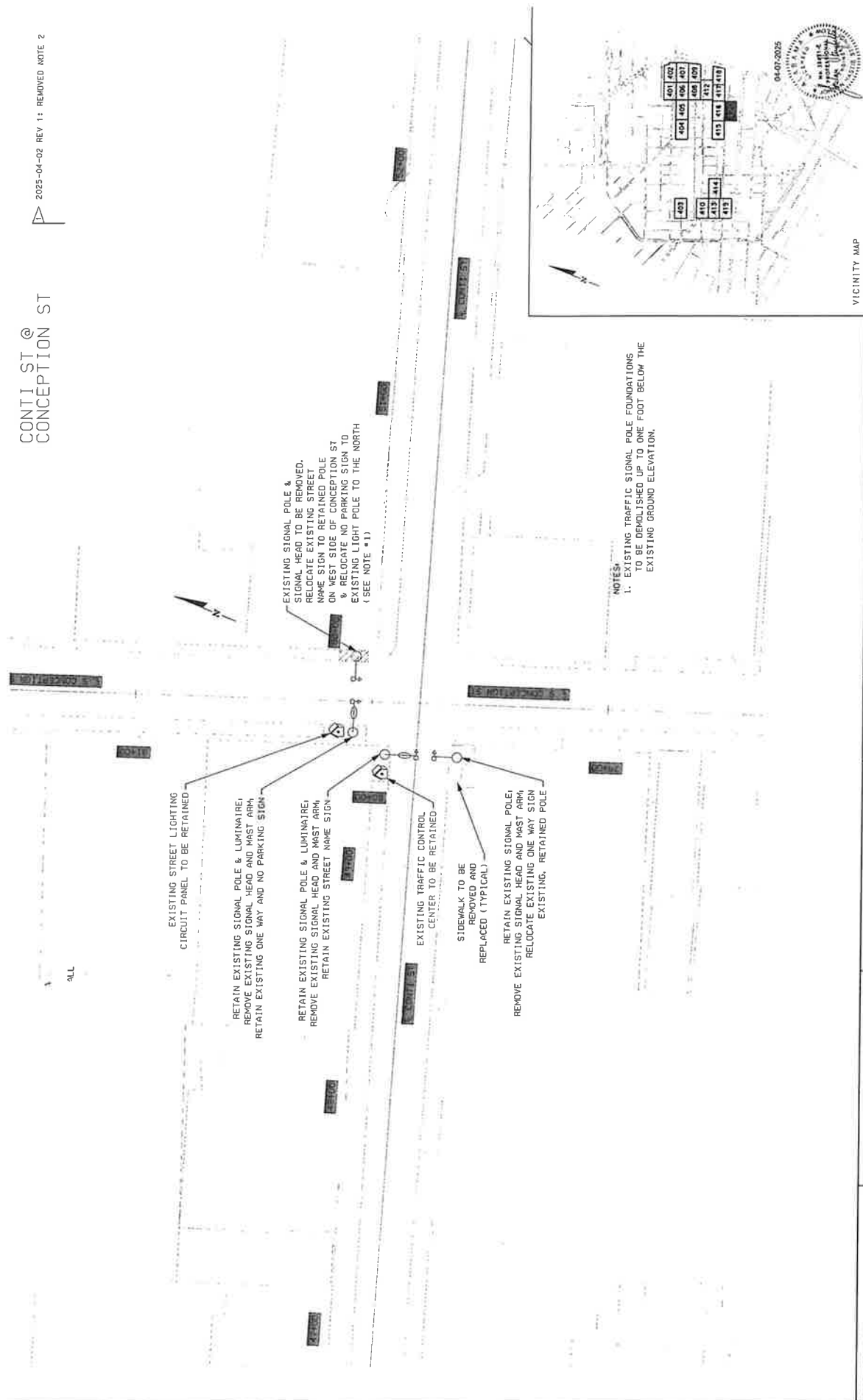
TRAFFIC SIGNAL REMOVAL SHEET

REFERENCE
PROJECT NO.
1144603.000

FISCAL
YEAR
2025

CONTI ST @
CONCEPTION ST

2025-04-02 REV 1: REMOVED NOTE 2



RESPONSIBLE PEI DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL 100%	CITY OF MOBILE	HORIZ 20 0 20	SCALE (FEET)	SHEET TITLE TRAFFIC SIGNAL REMOVAL SHEET
Project: 1144603 - Newcomb Street Rehabilitation - Signal Removal (44603.000) (44603.000)							

ATTACHMENT F

PROJECT PLAN SHEETS

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 4/9/2025

Name of Project: Downtown Street Optimization - Removal of Traffic Signals
Project Number: 2025-2060-04, 1144603.00

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:

\$ 6,433.30

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

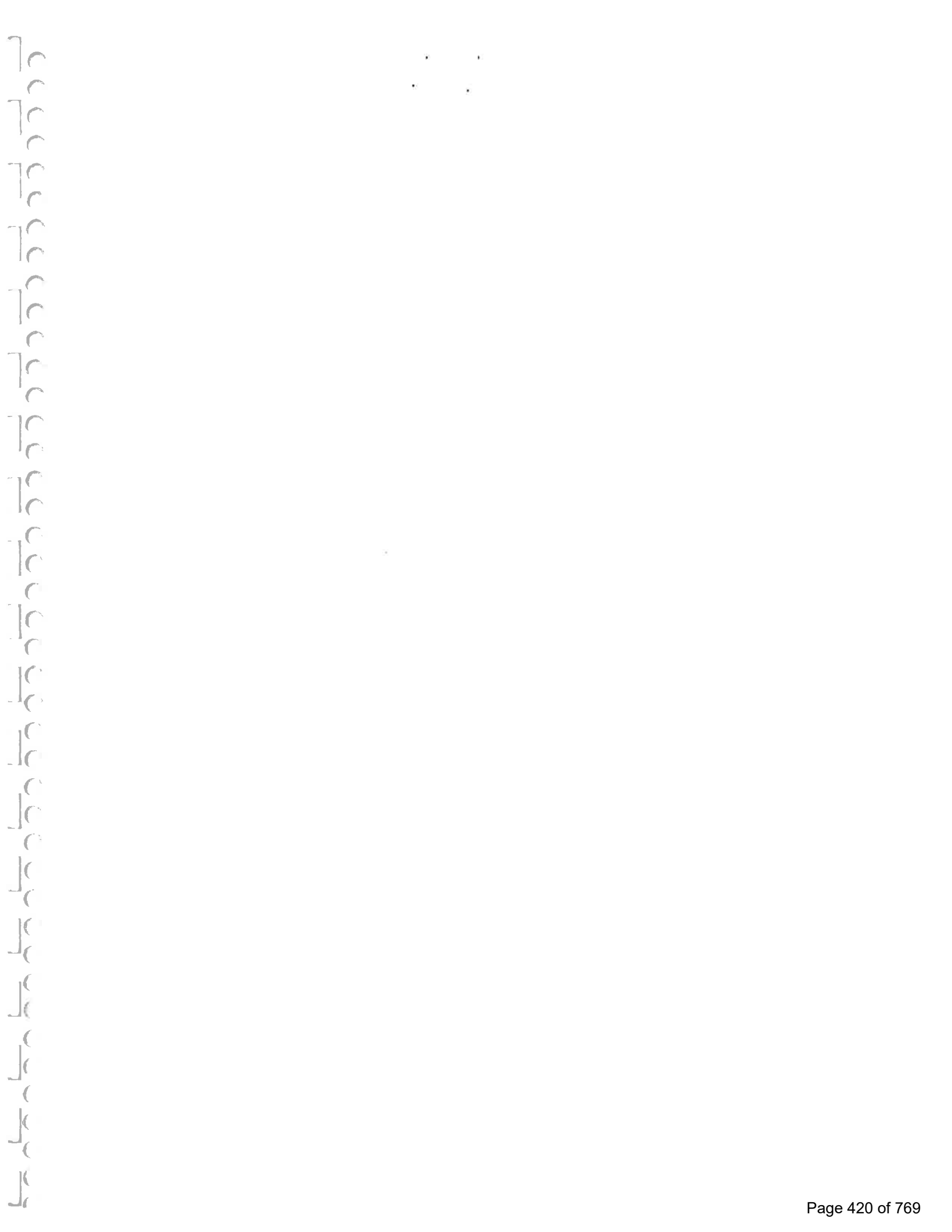
Legal Name of Bidder McElhenney Construction Co. LLC
Mailing Address PO Box 1409 Theodore AL 36580

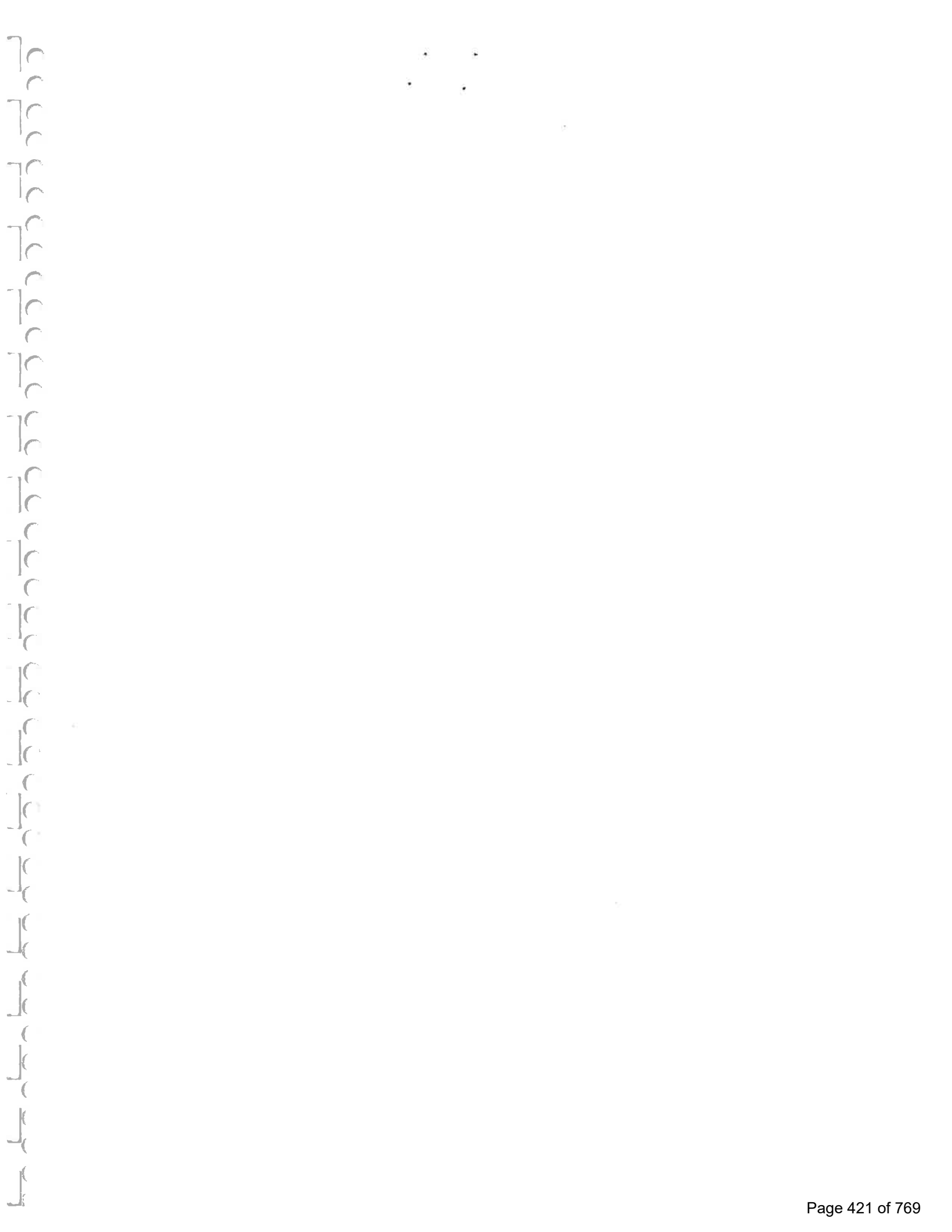
*By (Legal Signature) J. M. [Signature]

*Name (type or print) Josh McElhenney (Seal)

*Title President

Telephone Number 251-973-0030





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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed change order will be on file in the office of the City Clerk.

Name of Company:	McElhenney Construction Company LLC
City of Mobile Project Name:	Downtown Street Optimization Removal of Signals 2025-2060-04
Capital Project No.:	C0615
Contract Amount:	\$1,086,470.50

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Downtown Street Optimization Removal of Traffic Signals

PROJECT # C0615 DATE OF RECEIPT June 04, 2025

PROJECT DESCRIPTION Removal of traffic signals at various intersections in the
downtown area

CONTRACT AMOUNT \$1,086,470.50

VENDOR NAME McElhenney Construction Co, LLC

VENDOR NUMBER 292750

DEPT # 2060 DEPT NAME Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION N/A

SHOULD RETAINAGE BE WITHHELD? Y X N 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: Jennifer White Date June 04, 2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc
Robert Lasky, Executive Director of Public Safety

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One yr contract renewable for 2 addl 1 yr periods with Southern View Media, LLC, for digital marketing and design services for Public Safety candidate recruiting services.

Amount of Contract:

\$4,000 per month.

Funding Source

General fund. 1004.1530.42140

ATTACHMENTS:

1. 2025 Southern View Agenda Package

REVIEWERS:

Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: June 17, 2025 Date Item No. _____

Submitted by: Public Safety Recruiting Department Tony McCarron Department Head

Sponsored by: Mayor Stimpson Name _____ Title _____

Reviewed by: Rob Lasky Executive Director

Routing Authorized: _____ Mayor's Office _____ Date _____

A brief synopsis and explanation of the following:

PROJECT NAME: Contract with Southern View Media, LLC

PURPOSE & SCOPE OF PROJECT:

One yr contract renewable for 2 addl 1 yr periods with Southern View Media, LLC, for digital marketing and design services for Public Safety candidate recruiting services.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$4,000.00 per month

FUNDING SOURCE:

Budget Item: 1004.1530.42140 Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional Service

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:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Southern View Media, LLC, for one year, renewable annually for two additional one-year periods without further City Council Approval, in the amount of \$4,000.00 per month, as appropriated funds are available, for digital marketing and design services for Public Safety candidate recruiting 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.

Adopted:

City Clerk



NON-CONSTRUCTION PROFESSIONAL SERVICES CONTRACT City of Mobile

This Professional Services Contract (sometimes hereinafter "Agreement"), made and entered into as of the date of execution, by and between **THE CITY OF MOBILE**, a Municipal Corporation of the State of Alabama (hereinafter referred to as the "City") and **Southern View Media, LLC**, (hereinafter "Contractor"), as follows:

WHEREAS, the Contractor is uniquely qualified and has expertise in digital marketing and design services; and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions.

NOW THEREFORE, City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. The professional services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are to provide digital marketing and design services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.
- B. The Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent professional practicing under the same or similar circumstances and as expeditiously as is prudent considering the ordinary professional skill and care of such profession.
- C. The Executive Director, Public Safety, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. TERM OF AGREEMENT

- A. This Contract shall commence immediately upon execution by both the City and the Contractor. It shall continue for a one-year period, and shall automatically renew for two additional one-year periods unless either party expresses an intent to not renew at the end of any period.

III. COMPENSATION

- A. The City agrees to pay the Contractor for the work performed as described in **Exhibit A**. City will pay Contractor monthly service fees of \$4,000.00 per month to be invoiced at the end of every month, with payment due within 30 days of invoice.

IV. METHOD OF PAYMENT

- A. Payments shall be made via direct deposit to a banking institution designated by the Contractor.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on an amended fee schedule to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before the commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law,

regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. Contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

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

VII. CONTRACTOR'S INSURANCE.

- A. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect professional liability insurance issued by a company licensed and qualified to do business in the State of Alabama, in a minimum amount of \$1,000,000, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as **Exhibit B**, as proof thereof, a certificate of said insurance.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- B. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- C. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor.

IX. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement, as set out herein above. Such person(s) will have the authority to transmit instructions, receive information, and interpret and define the City's policies and decisions regarding the scope of services.

- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

XII. DISPUTE RESOLUTION

- A. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the

exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- B. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- C. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

XIII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project, is The Director of the Office of Public Safety, or the Director's designated representative.
- B. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

CITY:
City of Mobile
c/o Executive Director, Public Safety
As: City's Authorized Agent
205 Government Street
Mobile, AL 36602

Copy to:
City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

CONTRACTOR:

Southern View Media, LLC
25369 US-98, Unit K
Daphne, AL 36526

- C. Any change in the City's Department Head or the Contractor's Representative will be promptly communicated by the party making the change.

XIV. DEFAULT/ BREACH.

- A. **Default.** Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal

grant requirements, 5) failure to communicate adequately with the City regarding progress or issues, 6) unauthorized assignment or transfer of the contract without prior written consent from the City, 7) failure to correct deficiencies after receiving written notice from the City, 8) misrepresentation or falsification of information provided during performance, 9) failure to maintain required insurance coverage , 10) unauthorized use of City property, equipment, or resources, 11) violation of confidentiality or data protection requirements outlined in the contract, 12) failure to provide required reports, documentation, or certifications, 13) failing to comply with written directives from the City to correct specific issues or deficiencies, 14) failure to maintain adequate security measures for sensitive information or physical assets.

XV. EFFECT OF DEFAULT

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

XVI. WITHHOLDING PAYMENT DUE

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

XVII. CURE PLAN

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XVIII. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XIX. NON-DISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XX. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- M. 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.
- N. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- O. 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.
- P. 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.

- Q. 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.
- R. 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.
- S. 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.
- T. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.
- U. The Contractor shall submit to and maintain proper background clearance with the City of Mobile Police Department and comply with all pre-employment measures, including participation in the City's Drug-Free Workplace Program.
- V. The Contractor shall maintain a valid Alabama Driver's License and report any traffic incidents or violations to his/her supervisor.
- W. The Contractor is required to use his or her own vehicle however, the same shall be authorized to use and operate City-owned equipment and vehicles as directed by the Director of Public Safety.
- X. The City shall provide the Contractor with appropriate office space and equipment as necessary to perform assigned duties, including the operation and/or use of a City-owned vehicle as required.
- Y. This Agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No representations, warranties, or stipulations, either oral or written, are not contained herein.

XXII. SIGNATURES

By signing below, the parties acknowledge they have read, understood, and agree to abide by the terms of this Contract, including all incorporated exhibits.

CONTRACTOR

By: Leigh West

Leigh West, Vice President
Printed Name and Title

Date: 6/3/25

State of ALABAMA }
County of MOBILE }

I, the undersigned Notary Public, in and for said county and state, hereby certify that

Leigh West [Individual's Name] whose name as Vice-President [Title] of the

Southern View Media, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this 3 day of June, 2025

K.P. Murray
Notary Public

Print Kenneth P. Murray
My commission expires: 3-14-2029

(Seal)

Kenneth P. Murray
Notary Public, Alabama State at Large
My Commission Expires March 14, 2029

CITY OF MOBILE

By: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

EXHIBIT A Contractor Proposal dated _____
B Contractor Insurance

EXHIBIT A CONTRACTOR PROPOSAL

Overview

Dear Tony,

Southern View Media is a full-service advertising agency, offering comprehensive creative and digital marketing solutions tailored to the needs of local businesses. Our agency was founded with the mission of demystifying the complexities of the digital landscape and empowering businesses to make informed decisions about their marketing strategies.

We pride ourselves on being more than just an agency; we're a dynamic blend of talent, intuition, and business acumen, fueled by client needs and dedicated to delivering tangible results. As a full-service advertising agency, we offer a range of services to meet businesses' marketing needs, whether they're looking to establish a presence, stand out in a crowded market, or break into new territory. We specialize in helping businesses not only attract but also earn the trust and loyalty of their target audience.

What sets us apart?

At Southern View Media, our team and our processes are the cornerstone of our success. From top to bottom, every member of our team is dedicated to collaborating daily, ensuring that our standards are consistently met and exceeded. We understand that effectiveness in our industry requires both consistency and adaptability. That's why we're committed to maintaining rigorous standards while remaining agile enough to pivot as marketing goals evolve and digital trends change.

Welcome to the Southern View Media family. We're here to put you online and ensure you don't get left behind in today's ever-evolving digital landscape.

Sincerely,

Leigh West
Vice President
Southern View Media

About Us

8 Quick Reasons

WHY SOUTHERN VIEW MEDIA IS THE PERFECT FIT:

- 1 10 Years in Business
- 2 Digital + Creative Agency in One
- 3 15+ Team Members Specializing in All Different Marketing Types
- 4 We Communicate, Educate & Can Pivot Quickly When Needed
- 5 Thorough Process Management Ensures a Keen Attention to Detail
- 6 Woman Owned
- 7 All Digital Operations are Handled by Our Team (Not Outsourced)
- 8 Live Dashboard for Reporting



Southern View Media is a woman-owned digital marketing and creative agency that was founded in 2015 with **4 core mission statements**:

- Serve the community
- Help the economy by supporting businesses and organizations
- Educate organizations and businesses about digital marketing
- Underpromise and overdeliver

Southern View Media began with the idea that a unique approach to advertising and marketing was needed; we put digital strategy ahead of creative and messaging. This means we start by researching personas, target audience with audience segments, audience interests and what is important to each group. We take this information and write out a complete website plan or marketing plan of platforms and tactics that places us in front of that audience. Finally we write messaging and design creative that matches the audience's interests and concerns. The strategy does not stop at launch, either. We continually monitor, optimize and test so results improve as a campaign continues.

At 10 years old, Southern View Media employs a full-service in-house digital operations and graphic design team that supports over 300 organizations, advertising agencies and businesses in their marketing and recruiting efforts.

Balanced Approach

Traditional print, TV, radio and outdoor advertising should work together with social media, SEO, pay per click and web banners. When combining a strong digital presence that drives sales with a social media strategy that connects with current and new prospects, traditional advertising tells your story effectively.

COMPLETE LIST OF CAPABILITIES:

- Consumer Advertising
- Trade Advertising
- Digital Advertising
- Interactive Design
- Custom Website Design & Development
- Social Media Management
- SEO
- Content Development
- Graphic Design
- Identity Design
- Direct Marketing
- Ecommerce Website Design & Development
- Marketing Strategy Planning
- Target Audience Research
- Messaging & Campaign Development
- Google Ads
- Meta (Facebook & Instagram) Ads
- Email Campaigns
- GA4 Set Up (Google Analytics)
- Google Tag Manager Set Up & Conversion Tracking
- Meta Pixel Placements
- Programmatic Advertising
- OTT
- Mobile Apps
- Public Relations
- Creative Development
- Copywriting
- Collateral Materials
- Packaging
- Promotional Development
- TradeshowExhibition Design & Support
- Geofence Advertising
- Digital Display Ads
- Search & Site Retargeting
- Media Buying
- Website Hosting
- LinkedIn Ads
- Pinterest Ads
- Snapchat Ads
- TikTok Ads
- Reddit Ads
- Streaming Radio Ads

Scope of Services

Our Approach

Our current digital recruitment strategy includes a proven mix of Meta Ads, Programmatic Display Ads, and Indeed Sponsored Listings. These efforts have generated strong results, with the majority of recruits over the past year coming directly from our targeted marketing campaigns. By combining precision targeting, creative messaging, and continuous optimization, we've consistently driven strong applicant flow and enhanced visibility for both the Mobile Police Department and the Fire-Rescue Department.

Each campaign is individually tailored to align with departmental goals, requests, and available creative assets. For example, at the current time, Meta Ads are paused for MFRD at the department's request, until they are able to provide updated video footage. In the meantime, that portion of the budget has been reallocated to enhance their Programmatic and Indeed Sponsored Listings, ensuring the campaign remains effective and balanced.

Meta Ads (Facebook & Instagram)

We run a series of targeted advertisements across Facebook and Instagram—collectively known as Meta Ads—tailored to reach individuals aged 18–35, a key recruitment demographic. These campaigns are optimized for reach and engagement, with dynamic creatives designed to resonate with prospective candidates.

We currently achieve 85,000 to 90,000 impressions per month, with an average of 1,500 link clicks, which demonstrates strong user engagement and drives traffic directly to recruitment pages.

Programmatic Display Ads

To broaden our reach beyond social media, we leverage programmatic advertising, which uses AI and behavioral data to strategically place display ads across thousands of websites and mobile apps. With over 50,000 impressions each month, this method allows us to reach users based on location, interests, online behavior, and device use, ensuring that we meet potential candidates where they are.

We also utilize geo-targeting and geofencing to serve ads near colleges, gyms, career expos, and other relevant locations. These geofences can be activated before and after key recruitment events to ensure maximum exposure and lasting impressions.

Indeed Sponsored Listings

To connect with high-intent job seekers, we manage sponsored listings on Indeed, one of the most visited job platforms in the world. These listings are continuously optimized to appear at the top of search results, ensuring high visibility among qualified candidates actively looking for public service opportunities. In 2024, we received 2679 applications for the MFRD and 1715 for the MPD.

We also monitor and analyze Indeed performance metrics—including application rates, impressions, and engagement—to refine the listings and adjust strategy as needed.

Budget

DESCRIPTION	PRICE	QTY	SUBTOTAL
☒ Mobile Police Department Based on the scope of work above.			\$2,000/month
☒ Mobile Fire Department Based on the scop of work above.			\$2,000/month

Reporting

As part of our commitment to transparency and accountability, we provide the City of Mobile with a detailed monthly report highlighting the results of our recruitment marketing efforts.

In addition to monthly reporting, we compile an annual report at the end of each calendar year.

To ensure alignment with departmental goals and evolving needs, we also remain available for strategy sessions or review meetings as needed—offering full visibility into performance and opportunities for growth.

INDEED APPLICATIONS MFRD

225 Applications Received

INDEED APPLICATIONS MPD

139 Applications Received

DIGITAL ADS MPD

Link Clicks	Form Submissions	Impressions
1,559	4	86,951



Southern VIEW Crew



Michelle Murrill
CEO, Creative Director



Brad Murrill
CFO



Leigh West
Vice President



Cheri Robertson
Director, Social Media &
Content



Jonathan Smith
Assistant Director,
Development



Maggie Semski
Assistant Director,
Accounts



Jamie Spann, Senior
Creative & Digital
Manager



Jared Budlong
Senior Account
Manager



Drew Hale
Account Manager



JD DePew
Copywriter /
Account Manager



Victor Chhoa, Assistant
Ads Manager



Maria Lawrence,
Graphic Designer



Mason Holcomb,
Graphic Designer

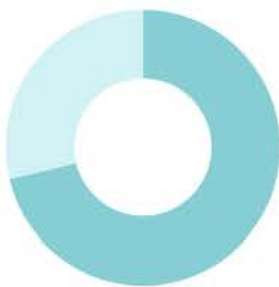


Mackenzie Burnett
Content Creator



CASE STUDY

Coastal Stone & Cabinetry



\$449,901

Total Revenue Generated

- Phone Leads: \$320,560
- Form Submissions: \$129,341

511

Total Leads
Calls & Forms

782K+

Total Reach

Cross-platform impressions

CTR

4.59%

Click-through rate
for Google Ads

GMB Engagement

3.1K

Calls & website clicks
with 958 direction
requests

Website Traffic

22.1K

Views with 71%
new users

Social Media

3,030%

Increase in followers &
post engagement

OBJECTIVES:

Coastal Stone partnered with us to enhance their digital presence and generate quality leads through targeted digital marketing strategies. The focus was on increasing brand visibility, engaging with potential customers and converting interest into actionable leads.

SOLUTIONS:

We implemented a comprehensive digital marketing strategy including:

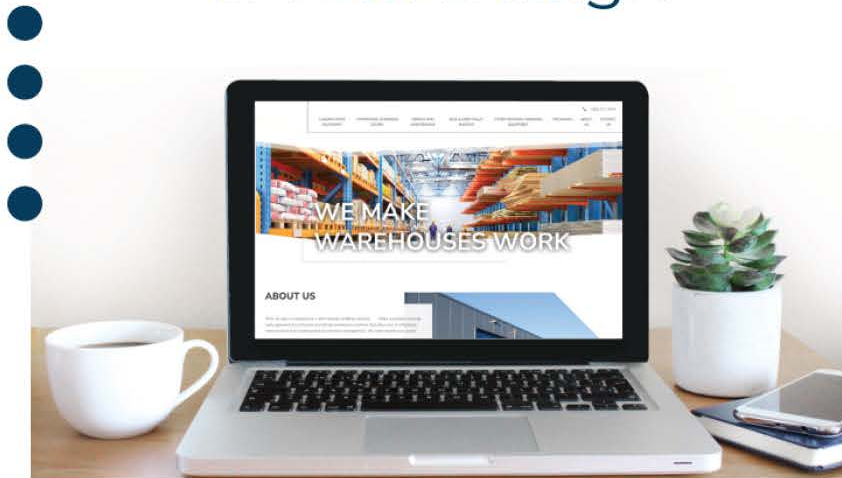
- Social media management across platforms
- Google Ads campaigns with geofencing
- Lead generation through optimized forms
- Google Business Profile optimization

RESULTS:

The campaign delivered exceptional results across all channels, generating nearly \$450k in revenue for Coastal Stone. Notable achievements include:

- Geofencing campaign reached 483K+ local customers
- Facebook audience engagement reached 102K+ potential clients
- Consistent 4.0 average rating on Google Business Profile
- Achieved top ad positions for key industry search terms

Digital Marketing & Web Design



INDUSTRIAL WAREHOUSE COMPANY

OBJECTIVES:

Marketing Plan, Website Design & Development

A local industrial warehouse company hired Southern View Media to create a custom marketing plan that would increase market share and attract new customers. They found themselves with a unique problem: they are in an industry that lags behind in technology. Their president and vice president wanted to position themselves to be at the forefront of that change.

SOLUTIONS:

Southern View Media implemented a custom marketing strategy that included website design and development, organic and paid social media, Google Ads, SEO and digital ads.

RESULTS:

The new website now showcases them as the premier material handling and equipment dealer in the Gulf Coast area. Furthermore, they have seen a business increase of 40% compared to year over year.

Digital Marketing Campaign



ALLIANCE INSURANCE

OBJECTIVES:

Increase Page Clicks and Phone Calls

Alliance Insurance reached out to Southern View Media with the goal of better expanding its network reach to clients. They wanted to drive more traffic to their website and increase interaction with clients both new and existing. Southern View Media created strategies to allow Alliance Insurance to meet these goals.

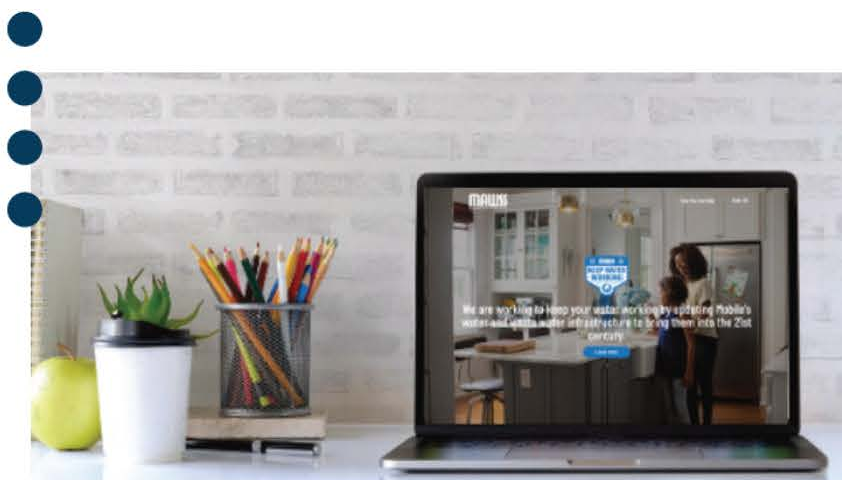
SOLUTIONS:

Southern View Media developed digital marketing campaigns for Alliance Insurance to be able to target specific clientele. In creating these campaigns, Alliance Insurance provided specific keywords that they felt were necessary for their ad campaign.

RESULTS:

In doing this, from June to August 2022, Alliance Insurance reached 34,931 impressions and received 794 clicks to their website. Additionally, they received 198 phone calls over the 2-month span, leading to an increase in clients.

Custom Image Campaign



MOBILE AREA WATER AND SEWER SYSTEM

OBJECTIVES:

Custom Image Campaign | keepwaterworking.com

Mobile Area Water and Sewer System (MAWSS) contacted Southern View Media to create a full, all-inclusive campaign directed towards improving the MAWSS public image. MAWSS deemed an image campaign necessary after a third-rate increase in the fall of 2019. The ultimate goal of the campaign was to educate the general public about infrastructure and the need for a rate increase.

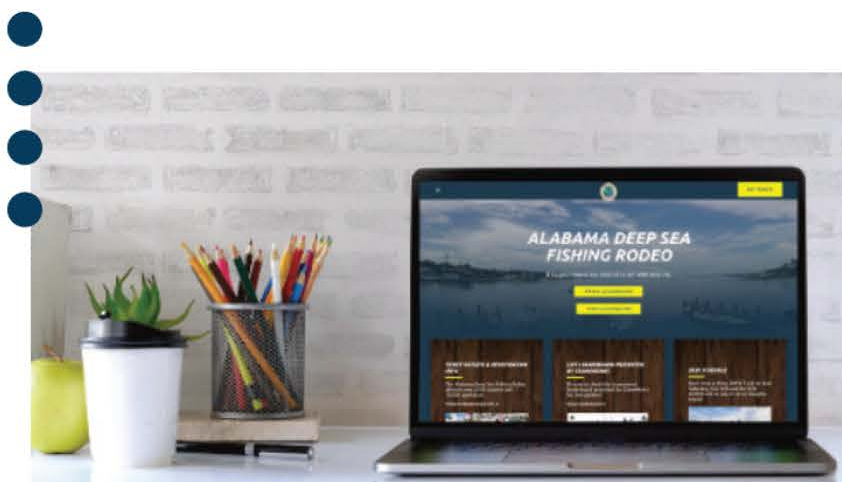
SOLUTIONS:

The Southern View Media team created an all-inclusive campaign titled "Keep Water Working". The intended message was that MAWSS works hard to provide clean, reliable water to homes and businesses alike. MAWSS ensures that the water is safe to drink and to use for both cleaning and sanitary needs.

RESULTS:

The campaign crossed barriers as it included both traditional and new media, including television commercials, infomercials, billboards, print ads, Facebook/Instagram ads, social media content, YouTube ads and a fully-responsive website.

Design & Social Media



ALABAMA DEEP SEA FISHING RODEO

OBJECTIVES:

Custom Website Design and Development | adsfr.com

The committee of the 86th Annual Alabama Deep Sea Fishing Rodeo approached Southern View Media with concerns about their old website; specifically, that it had an outdated appearance and functions. They also had a unique problem: they needed a live leaderboard.

SOLUTIONS:

Southern View Media's design and development teams collaborated to create a fun and interactive website that allows users to view information during the rodeo. The website also allows fishermen to view live leaderboards during tournaments and access local marine forecasts directly from the National Data Buoy Center. Custom code enables the site to communicate with third-party tools and integrations, including website automation to meet traffic demands.

RESULTS:

ADSFR's new website meets the organization's needs and the needs of its audience, including fishermen and sponsors. The modern full-width design is completely mobile responsive. Live leader boards can be accessed on the homepage with the click of a button.

Social Media



COASTAL ALABAMA COMMUNITY COLLEGE

OBJECTIVES:

Increase Social Media Presence

Coastal Alabama Community College and its Communications Department asked for help with creating social media content for Facebook, Instagram and Twitter. The college wanted social media content that simultaneously aligned with branding guidelines while being creative and original.

SOLUTIONS:

Southern View Media created new social media graphics, managed social media accounts and provided active insight to the CACC communications team. New social media campaigns included #MaskUpCoastal (to promote safety during the pandemic) and #KnowTheCode (to promote Title IX).

RESULTS:

All Coastal Alabama Community College platforms received an increase in engagement, including staff recognition and student stories. This brand-focused solution embraced the pandemic, post-pandemic, Title IX changes and more.

Direct Mailer Campaign



Hembree Heating & Air

OBJECTIVES:

Direct Mail Postcards Lead to Increased Sign Ups

Hembree Heating & Air Conditioning approached Southern View Media to create direct mail postcards for their new and existing clients. The objective was to provide information about maintenance plans, offer promotional discounts and serve as reminders for contract renewals.

SOLUTIONS:

Southern View Media designed and produced direct mail postcards for Hembree Heating & Air Conditioning. The postcards effectively communicated the details of maintenance plans, promotional offers and contract renewal reminders to their clients.

RESULTS:

The direct mail postcards resulted in an increase in contract renewals for Hembree Heating & Air Conditioning, both from previous and existing clients. The postcards also helped generate new contracts from these clients, who appreciated the reminder and found value in the information and discounts provided.

Overall, Southern View Media's direct mail campaign successfully served its purpose by boosting contract renewals and generating new business for Hembree Heating & Air Conditioning. The postcards proved to be an effective marketing tool that delivered valuable information and incentives to their clients.

Email Campaign & Social Media



Retail Technologies Inc.

OBJECTIVES:

Increase Page Likes

RTI approached Southern View Media to boost sales by expanding its reach in the retail, grocery, and convenience store industry. They aimed to attract new clients by offering custom sign and label printing services through their sister company, RTISigns, in addition to their existing DESIGN-R-LABELS software.

SOLUTIONS:

Southern View Media developed a strategic email campaign and social media strategy to target the desired audience effectively. The email campaign focused on providing engaging and relatable content that addressed common challenges faced by clients in the industry. By promoting solutions through DESIGN-R-LABELS software and RTISigns, the campaign successfully engaged potential clients and showcased RTI's services.

RESULTS:

Through the strategic email campaign and social media strategy, RTI achieved its objective of increasing business and reaching a wider audience. This led to a substantial 25% year-over-year growth in sales revenue from 2021 to 2022. The targeted marketing efforts by Southern View Media effectively drove business expansion for RTI, demonstrating the power of strategic email campaigns and social media strategies in capturing and engaging the intended audience.

Branding & Social Media



Dauids Catfish

OBJECTIVES:

Rebranding David's Catfish

Southern View Media aimed to rebrand David's Catfish House, a seafood restaurant with a 30-year history, by modernizing its logo and tone while preserving its sentimental connection to customers. The objective was to provide a refreshed appearance that remained true to the restaurant's roots while conveying a unified message to current and prospective customers.

SOLUTIONS:

The team modified the brand's mascot, the catfish, while retaining its essence. Changes were made to the drawing style, hat choice, and color scheme. They also introduced a new mascot, the shrimp, creating a dynamic relationship between the two. This approach resulted in a refreshing solution that effectively conveyed the restaurant's identity.

RESULTS:

David's Catfish House successfully established a new brand identity while staying true to its core values. The gradual transition between old and new elements preserved the restaurant's name and avoided confusion. The revitalized appearance and unified message resonated with customers, generating renewed interest. Southern View Media's rebranding efforts allowed the restaurant to maintain its sentimental connection while embracing a modernized image and attracting a wider audience.

Branding & Social Media



GULF COAST WATER RENTALS

OBJECTIVES:

Making A Branding Splash

Gulf Coast Water Rentals (GCWR), a new business offering jet ski rentals along Mobile Bay, sought a vibrant and attention-grabbing brand identity for their first season. They aimed to establish a strong presence that would resonate with their target audience and demand attention.

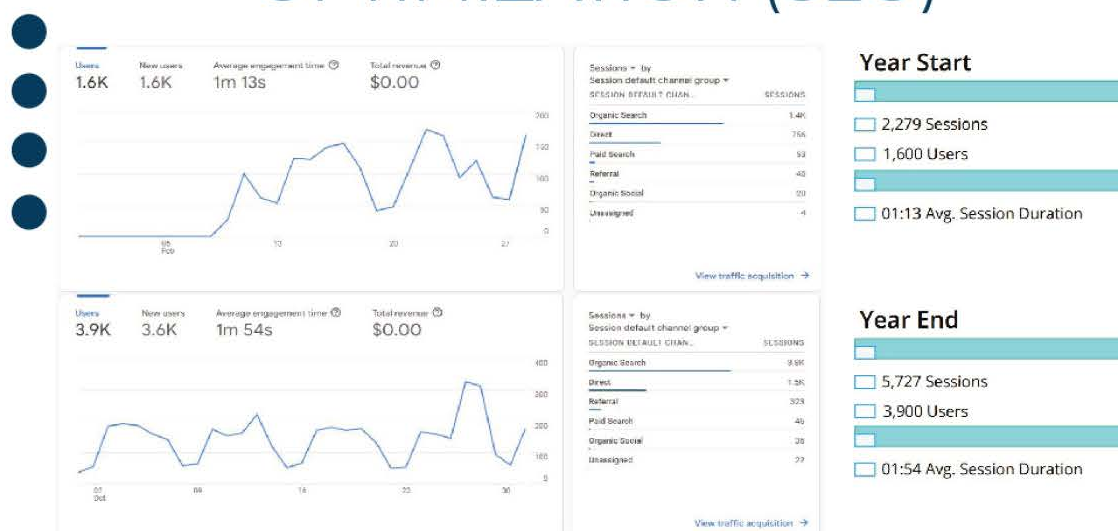
SOLUTIONS:

Southern View Media developed a dynamic and action-packed brand identity for GCWR, creating a strong and recognizable image. They also designed a new website, social media content, and promotional products to complete the brand package and effectively reach potential customers.

RESULTS:

With their compelling brand identity, website, social media content, and promotional materials, GCWR attracted thrill seekers and built trust among clients. The company gained over 12,000 followers on Instagram, received over 800 likes, and achieved a five-star rating on Facebook. Southern View Media successfully created an adventurous and inclusive brand identity that promoted family fun and safety on Mobile Bay, establishing GCWR as a prominent and trusted name in the industry.

SEARCH ENGINE OPTIMIZATION (SEO)



HHM HEALTH

OBJECTIVES:

Increase Visibility in Google Search Results

HHM Health inquired about strategic, digital services with Southern View Media to achieve the goal of increasing visibility in Google search results over the course of the year. HHM Health had desires to expand their web traffic and keyword searches in order to reach a wider audience.

SOLUTIONS:

After partnering with Southern View Media, the team created a strategy to increase HHM Health's reach in Google search results by applying a focus on web traffic and keyword searches in order to increase their rankings. In doing this, Southern View Media was able to dedicate specific keywords to HHM Health's Google search in order to potentially increase their total by year's end.

RESULTS:

As a result of these strategies, Southern View Media was able to increase overall traffic to their website by over 200%. Additionally, session durations on the website increased by over 150%. In terms of keywords, HHM Health ranked for #1 on Google searches by 387% as well as total numbers of keywords ranked for by 350%.

SEARCH ENGINE OPTIMIZATION (SEO) AND GOOGLE ADS



PROFESSIONAL ELECTRIC

OBJECTIVES:

Enhance Visibility and Attract Qualified Leads

Professional Electric partnered with Southern View Media to boost online visibility and attract qualified leads. Their goals included improving SEO and implementing targeted Google Ads campaigns.

SOLUTIONS:

Southern View Media executed a comprehensive SEO strategy, optimizing website content and employing on-page and off-page techniques. Customized Google Ads campaigns targeting specific keywords, locations, and demographics we also created.

RESULTS:

The SEO strategy resulted in a remarkable 50% increase in organic website traffic within three months, driving qualified leads and conversions. The Google Ads campaigns achieved a significant 30% boost in click-through rates, attracting more potential customers and generating increased inquiries.

Overall, Southern View Media's SEO and Google Ads services successfully elevated Professional Electric's online presence, driving higher traffic, qualified leads, and conversions.

EXHIBIT B Evidence of Contractor Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2025

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 Cochran Insurance Agency 57 LeMoyne Place Mobile, AL 36604	CONTACT NAME: Tracy L. Cochran PHONE (A/C, No. Ext): 251-635-4780 E-MAIL ADDRESS: tracy@cochraninsagency.com FAX (A/C, No): 251-241-7198														
INSURED Southern View Media LLC 25369 US HWY 98 Daphne AL 36526	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Sheffield Fund</td><td>9999900</td></tr><tr><td>INSURER B : ACE American Insurance Co.</td><td>39020</td></tr><tr><td>INSURER C : Hiscox</td><td>10200</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 : Sheffield Fund	9999900	INSURER B : ACE American Insurance Co.	39020	INSURER C : Hiscox	10200	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
A/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	A: 600-2025-41903-00 B: HDOG71464064	01/01/2025	12/31/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
C	Professional Liability			P100.798.936.4	12/16/2024	12/16/2025	Each Claim Aggregate \$1,000,000 \$1,000,000

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

*Blanket Additional Insured and Waiver of Subrogation: any person or organization for whom the named insured has agreed by written contract.
*Benefits of Workers Compensation coverage are limited to the provision of the Alabama Workers Compensation Law.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Kahtan Ahmed to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on June 17, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Kahtan Ahmed for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Haktan Ahmed, individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate: _____

Haktan Ahmed

Mobile Business Address: _____

Telephone _____ Trade Name (d/b/a): _____

II. Business Information

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

Birthdate: _____ SSN: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 7 Months: 1

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

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

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

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: Airport + Mobile Regional

What will be your days and hours of operation? Everyday / Anytime

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Ford</u>	Year: <u>2010</u>	Model: <u>Transit</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Taxi Shuttle, "DayTrip Shuttle Service, LLC"
white vehicle,



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Day Trip LLC

By: Kahtan H Ahmend

Its Member

SWORN TO AND SUBSCRIBED BEFORE ME THIS
21 DAY OF April, 2025

NOEMID V ACOSTA
Notary Public
Alabama State at Large

Notary Public



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

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Kahtan H Ahmed

Date of Birth: _____ Security #: _____

Present Address ⁹ _____ 36609

Home Phone Number _____ Work Phone Number: _____

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

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

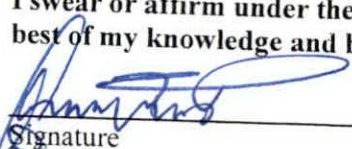
VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

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

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.


Signature

Date Signed

**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:

Day Trip 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): Kahtan H Ahmed

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	
001-186-457	DLL
Date	04/18/2025
Time	11:36:00
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 4 / 18 / 2025 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 11 : 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).

<u>4 / 18 / 2025</u> Date (MM/DD/YYYY)	<u>Kahtan H Ahmed</u> Signature as required by 10A-5A-2.04
	<u>Member</u> Typed title (organizer or attorney-in-fact)

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



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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Kahtan H Ahmed

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description: _____

Height: 5' 6"

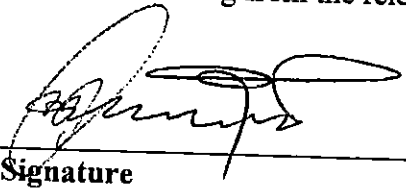
Weight: 165 lbs

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.


Signature

4/21/25
Date signed



Mobile County Sheriff's Office

Sheriff Paul Burch, Jr.

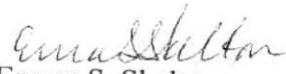
Date: 04/21/2025

To Whom It May Concern:

SUBJECT: KAHTAN HAZAM AHMED
DOB:

The Central Records Section of the Mobile County Sheriff's Office, Alabama, shows
no arrest /records for the above named individual.

Mobile County Sheriff's Office


Emma S. Skelton
Record Specialist
251-574-8660

APPLICANT
1632500311

AHMED, KAHTAN HAZAM

AL0020000

1/21/25

Bonnie Larame

US

M A 506

APPLICANT SCREENING



1632500311

AHMED, KAHTAN HAZAM

AL0020000

4/21/25

Bonnie Laramie

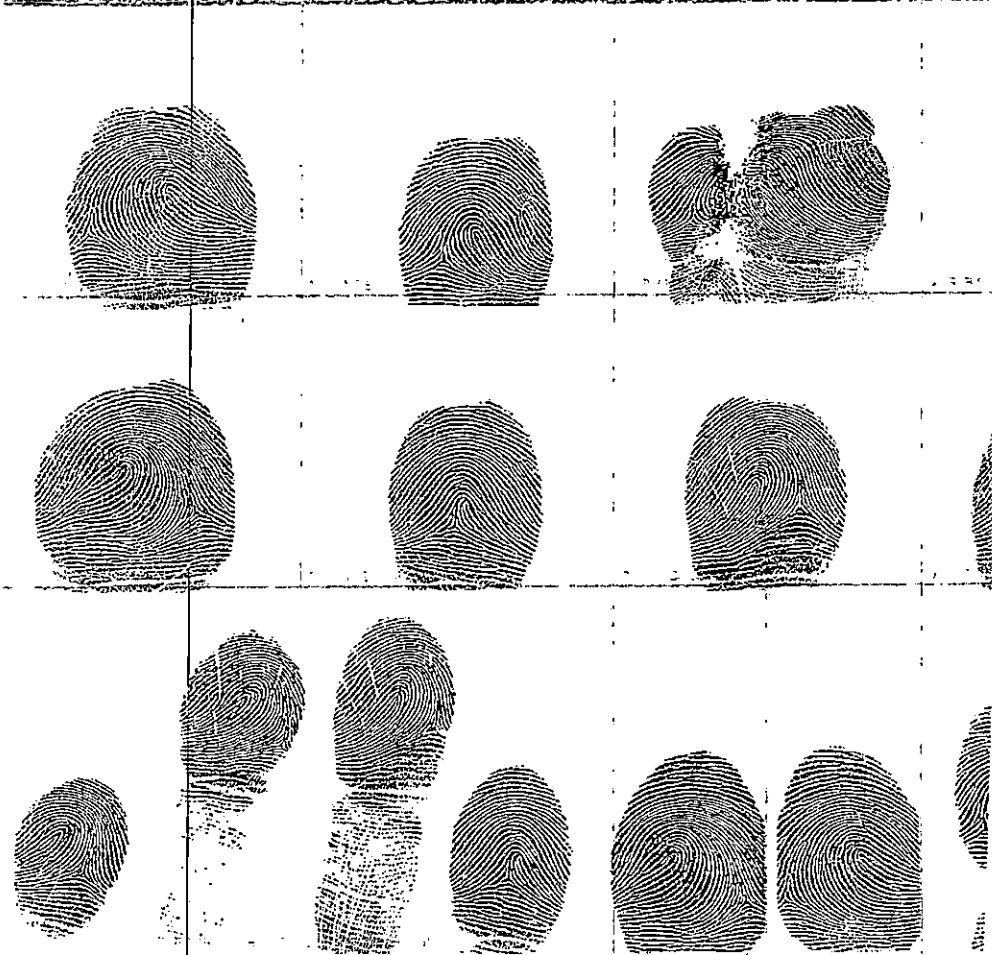
US

M

A

5

APPLICANT SCREENING





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

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR
900 DOWNTOWNER BLVD APT 167
MOBILE, AL 36609

Date of this notice: 04-18-2025

Employer Identification Number:
33-4657859

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 33-4657859. 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.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is DAYT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 04-18-2025
EMPLOYER IDENTIFICATION NUMBER: 33-4657859
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

DAY TRIP LLC
KAHTAN H AHMED SOLE MBR

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

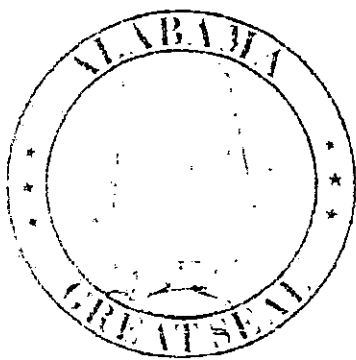
STATE OF ALABAMA

**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:

Day Trip LLC

This name reservation is for the exclusive use of Kahtan H Ahmed, 900
Downtown Blvd., Apt 167, Mobile, AL 36609 for a period of one year beginning
April 18, 2025 and expiring April 18, 2026



RES214395

**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.**

April 18, 2025

Date

Wes Allen

Secretary of State



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Settlement Agreement and Release of Claims for Otis Hattenstein

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Hattenstein

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 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 Otis Hattenstein, as outlined in the Settlement Agreement and Release of Claims. A copy of the said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, contract with Alishann Simon for services as Election Specialist for the 2025 Municipal Election, 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.

Adopted:

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Alishann Simon (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to six (6) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of SIXTEEN HUNDRED DOLLARS (\$1,600.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of six months; renewable for six (6) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS.

A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.

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

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Alishann Simon
9670-C Bellingsrath Road
Theodore, AL 36582

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. 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 would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract. Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
Alishann Simon

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with Zennia Calhoun for services as Absentee Election Supervisor for the 2025 Municipal Election, 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.

Adopted:

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Zennia Calhoun (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to six (6) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of TWO THOUSAND DOLLARS (\$2,000.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of six months; renewable for six (6) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.

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

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Zennia Calhoun
5464 Ardell Drive
Mobile, AL 36608

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. 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 would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract, Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
Zennia Calhoun

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, contracts with Jessica Richardson, Logan Peasant, Cameron Peasant, LaSheryl Dotch and Krestofer Wright for services as Absentee Election Specialists for the 2025 Municipal Election, as outlined in the contracts attached hereto and made a part hereof as though set forth in full. A copy of said contracts are on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Jessica Richardson (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to six (6) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of SIXTEEN HUNDRED DOLLARS (\$1,600.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of six months; renewable for six (6) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.

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

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Jessica Richardson
3200 Rochester Street
Mobile, AL 36617

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. 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 would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract. Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
Jessica Richardson

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Logan Peasant (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to six (6) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of SIXTEEN HUNDRED DOLLARS (\$1,600.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of six months; renewable for six (6) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.

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

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Logan Peasant
1460 Pebble Creek Drive
Mobile, AL 36695

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. 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 would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract. Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
Logan Peasant

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Cameron Peasant (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to six (6) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of SIXTEEN HUNDRED DOLLARS (\$1,600.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of six months; renewable for six (6) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.

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

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Cameron Peasant
1460 Pebble Creek Drive
Mobile, AL 36695

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. 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 would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract. Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
Cameron Peasant

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and LaSheryl Dotch (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to six (6) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of SIXTEEN HUNDRED DOLLARS (\$1,600.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of six months; renewable for six (6) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.

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

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

LaSheryl Dotch
809 Government Street, Apt. B
Mobile, AL 36602

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. 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 would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract, Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
LaSheryl Dotch

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Krestofer Wright (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to six (6) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of SIXTEEN HUNDRED DOLLARS (\$1,600.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of six months; renewable for six (6) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.

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

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Krestofer Wright
3400 Zephy Drive
Mobile, AL 36695

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. 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 would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract, Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
Krestofer Wright

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Shelby Collins (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a mayoral and city council election, and it is necessary to provide absentee ballots to the general voting population which requires highly specialized services;

WHEREAS, the contract for this position is limited to six (6) months, renewable upon City Council approval;

WHEREAS, because the services to be performed is highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

WITNESSETH

NOW, THEREFORE, That the City, for an inconsideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of SIXTEEN HUNDRED DOLLARS (\$1,600.00) bi-weekly for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of six months; renewable for six (6) month increments, upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

- A. Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.
- B. All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for the City at:

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

Copy to:

City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Shelby Collins
3448 Summerlyn Ct.
Mobile, AL 36695

C. This agreement is the final expression of the agreement between the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.

D. Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing and signed by an authorized representative of the party whom enforcement is sought.

E. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

F. 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 would be Mobile, Alabama.

G. The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.

H. The City will provide Contractor with proper office space and the tools necessary to reasonably accomplish his/her assigned tasks.

I. The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.

J. The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.

K. The Contractor shall be issued or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access spaces and locations associated with the City and the performance of his or her duties.

L. 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.

M. 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.

N. By signing this contract, Contractor represents and agrees that he/she is not currently engaged in, nor will he/she 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

Its City Clerk

CONTRACTOR

By: _____
Shelby Collins

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing agreement, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the _____ day _____, 2025.

Notary Public

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, contracts with Jessica Richardson, Logan Peasant, Cameron Peasant, LaSheryl Dotch, Shelby Collins, and Krestofer Wright for services as Absentee Election Specialists for the 2025 Municipal Election, as outlined in the contracts attached hereto and made a part hereof as though set forth in full. A copy of said contracts are on file in the office of the City Clerk.

Adopted:

City Clerk

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through 19 described in the resolution adopted on the 20th day of May, 2025 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through 18, as described in the resolution adopted on the 20th day of May, 2025, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No. 1664 on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

City Clerk

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1664** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **24th day of June, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: MAY 20 2025



City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

A handwritten signature in blue ink, appearing to be 'GJ', is written over the name 'Gary Jackson'.

DATE: **May 12, 2025**

SUBJECT: WEED LIEN GROUP **1664**

Attached, please find Assessment Lists for Weed Lien Group Number **1664** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

5/20/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

6/24/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED):

5/22/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE:

6/5/2025

LEGAL NOTICE ADS:

6/11/2025-6/18/2025

POSTING DATE:

6/17/2025

Copy to: Marchetta Taite

	WEED LIEN					
	CONTRACT NUMBER					
	1664				Res. No.	
5/20/2025	LOTS TO BE DECLARED				58-	
6/24/2025	LOTS FOR PUBLIC HEARING				58-	
//2025	LOTS TO BE ASSESSED FOR COST				58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	7161 Tenth St	47905	50199		7	
2	1353 Hill Ave	47423	50201		2	
3	1330 Adams St	44372	50202		2	
4	401 Calhoun St	46057	50203		2	
5	2760 Club House Rd	47641	50204		3	
6	1158 Newman Lane	47837	50206		2	
7	0 Newman Lane	41534	50208		2	
	Par. No. (22 08 44 0 019 244.XXX)					
8	2300 Hoppin St	48117	50209		3	
9	927 Nellie St	43056	50210		3	
10	1503 Stewart Rd	48830	50211		3	
11	1702 Brill Rd	39922	50212		3	
12	1251 Stewart Rd	48924	50213		3	
13	1002 Alba St	48915	50214		3	
14	1711 Butler St	48909	50215		1	
15	315 Erwin St	49518	50216		1	
16	2763 Gonzales Rd	49184	50299		3	
17	1556 Illinois St	43293	50300		2	
18	313 Carstens St	49206	50308		2	
				\$ -		
Numbers of lots cut						
District total for this group			Numbers of lots cut			
1	2		1			
2	7		2			
3	8		3			
4	0		4			
5	0		5			
6	0		6			
7	1		7			
	18			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Marchetta Junte 5-13-25
 Gary Jackson 5-13-25

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(s):

May 2025 FFOM – Bryan S. Pritchard (Emp #16781)

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

Adopted:

City Clerk

Email address	stewartr@cityofmobile.org
Name of Nominee	B S Pritchard
Rank of Nominee	Driver
Assignment of Nominee	Engine 7
Date of Incident	Feb 19, 2025
Type of Award being requested	Employee of the Month
Summary of Incident / Action	Fire Service Driver B S Pritchard exemplifies the etiquette of a driver every day that should be recognized as Firefighter of the Month. Driver Pritchard comes to work everyday ready to fill the position assigned for the day, whether it be the Captain or the driver. He is tasked with Acting Captain more times than being the driver in the absence of his assigned Captain. He is very conscientious about the daily work that needs to be done around the station, business inspections, hydrant inspections, and Haz Mat check-offs, and he gets them done. He also takes special pride in the training of all members assigned to his truck and his station. He is always ready to go initiate and participate in training passing on his knowledge of the job at the same time learning more. Driver Pritchard is versed in the specialty unit of Haz Mat as it pertains to the truck, equipment, research and handling of a Haz Mat scene. Driver Pritchard has proven himself to be an asset of this Department and the Citizens of Mobile.
Name of Originator	R M Stewart
Rank of Originator	Captain
Assignment of Originator	Truck 10
I certify that the fact contained in the summery are both known to me and are a matter of record.	Robert Mark Stewart

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FIREFIGHTER

OF THE MONTH

Bryan S. Pritchard

The Mobile Fire-Rescue Department (MFRD) is proud to honor Fire Service Driver Bryan S. Pritchard as the Firefighter of the Month for May 2025 for extraordinary and exceptional dedication, consistent performance, and significant contributions to Mobile Fire-Rescue Department.

MAY 2025

MOBILE FIRE-RESCUE DEPARTMENT

C.J. SMALL
PRESIDENT, MOBILE CITY COUNCIL

JOHNNY MORRIS JR.
FIRE CHIEF

WILLIAM S. STIMPSON
MAYOR, CITY OF MOBILE

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$500.00 to **Nspire U**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, *to **Nspire U**, 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 **Nspire U**, will be used *to assist with the upcoming Sisters for Life Health and Wellness Expo on August 16, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of \$500.00 to **Nspire U***, 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 Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$500.00 to **St. Francis Xavier Catholic Church***, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, *to **St. Francis Xavier Catholic Church***, 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 **St. Francis Xavier Catholic Church**, will be used to *assist with the community lawn party*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to St. Francis Xavier Catholic Church**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,000.00 to **St. Francis Xavier Catholic Church**, from the District 2 Discretionary Fund (10041020 42080); and*

WHEREAS, **St. Francis Xavier Catholic Church**, 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 **St. Francis Xavier Catholic Church**, will be used to *assist with Christian Educational programs*.

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

Adopted:

City Clerk

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$1,000.00 to Lifelines Counseling Services*, from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Lifelines Counseling Services***, 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 ***Lifelines Counseling Services***, will be used to *assist with the Summit at Spring Hill College on July 17, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$1,000.00 to Lifelines Counseling Services***, 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

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,000.00 be transferred from the Mayor's General Fund, Discretionary Account to Mobile Parks & Recreation-Heroes Park to be used for upcoming events and projects. Said transfer of funds is hereby declared to serve a public purpose.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 2025

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amend three year contract with A-1 McDuffie Sanitation, LLC to renew agreement to provide residential garbage and trash services for newly annexed areas of the City for 3 addl years beginning August 29, 2026.

Amount of Contract:

NTE \$1,500,000.00 per year

Funding Source

General fund. 1004.2090.42070

ATTACHMENTS:

1. 2025 McDuffie Amend Agenda Package POs

REVIEWERS:

Donald Rose
Scott Collins
Cherlina Monteiro
James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 June 2025
Date

Item No. _____

Submitted by: Public Services
Department

Matt Anderson
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: James Barber _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Agreement for Residential Garbage and Trash Service

PURPOSE & SCOPE OF PROJECT:

Amend three year contract with A-1 McDuffie Sanitation, LLC to renew agreement to provide residential garbage and trash services for newly annexed areas of the City for 3 addl years beginning August 29, 2026. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$1,500,000.00 per year

FUNDING SOURCE:

Budget Item: 1004.2090.42070

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 5828. Renewal exempt from Bid AL Code 41-16-51(a)(10)

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

How many bidders submitted bids (if applicable): 3

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 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 amendment to the Agreement between the City of Mobile and A-1 McDuffie Sanitation, LLC, for residential garbage and trash services, extending the term of the existing agreement for an additional three (3) years beyond its current expiration date, in an amount not to exceed \$1,500,000.00 per year, as appropriated funds are available, as outlined in the Agreement amendment attached hereto and made a part hereof as though set forth in full. A copy of said Agreement amendment is on file in the Office of the City Clerk.

ADOPTED:

City Clerk

AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT (this "Amendment") is made and entered into as of the date on which the last party executes this Agreement (the "Effective Date"), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the "City"), a municipal corporation organized and existing under the laws of Alabama and A-1 McDuffie Sanitation, LLC, (hereinafter referred to as "Provider), a for-profit limited liability company organized under the laws of the State of Alabama with its principal office at 4102 Azalea Park Ct. Semmes, AL 36575

RECITALS

- A. Provider and the City entered into that certain three-year Agreement for Residential Garbage and Trash Services, on August 29, 2023 (the 'Agreement'), with an expiration date of August 28, 2026.
- B. Provider desires to invest in new equipment to continue to improve its provision of services to the City under this agreement.
- C. To support additional capital investment, and considering the long-lead time currently experienced for the delivery of new capital equipment orders, Provider has requested that the City proactively renew the current Agreement for three years beyond the expiration of the current Agreement at the same rate structure.
- D. The City has been satisfied with Provider's performance, and believes it is in the City's best interest to maintain stable pricing during a period of inflationary labor and equipment rates.
- E. Section 41-16-51(a)(10) of the Alabama Code exempts the renewal of existing contracts for sanitation or solid waste collection from bidding requirements.
- F. The parties intend to execute an Amendment to the Agreement that extends the Agreement's termination date an additional three years to effectuate the three-year term renewal.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The first sentence of Article 2 of the Agreement, is amended to read:

“**ARTICLE 2. Term.** The term of this Agreement shall commence on the Effective Date and shall run for a term of three years and may be extended for an additional three years upon mutual written agreement of the parties, subject to City Council approval, unless earlier terminated as provided below.

2. The above amendment to be effective upon execution of this Amendment by both parties.
3. The Agreement and all its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, this Amendment to the Agreement has been duly executed by the parties as of the day and year first above written.

A-1 McDuffie Sanitation, LLC

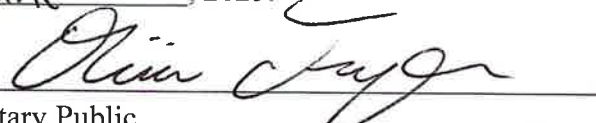
By: 
Kenneth Havens, CEO
4102 Azalea Park Ct.
Semmes, AL 36575

Date: June 8th, 2025

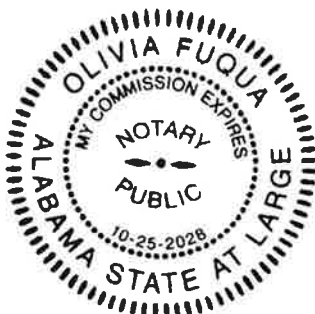
STATE OF ALABAMA)
COUNTY OF MOBILE)

I, Olivia Fuqua, a notary public in and for said County in said State, hereby certify that Kenneth Havens, whose name as CEO of A-1 McDuffie Sanitation, 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 contract, he, as such CEO and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 8th day of June, 2025.


Notary Public
My Commission Expires: 10/25/28

Seal



The City of Mobile

By: _____
William S. Stimpson, Mayor

Date: _____

Attested:

Lisa Lambert, City Clerk

ORIGINAL AGREEMENT

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, a contract, by and between the City of Mobile and A1 McDuffie Sanitation LLC, for three years, for an amount not to exceed \$1,500,000.00 per year, to provide residential garbage and trash services, 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: AUG 29 2023



City Clerk

Service Contracts over \$15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Residential Garbage and Trash Services

AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 29 day of August, 2023, ("Effective Date") by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, A-1 McDuffie Sanitation LLC, (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, City of Mobile Request for Bids 5828, and Provider's bid proposal and documentation, which are attached to this Agreement and incorporated by reference herein. Should the terms of this Agreement conflict with the terms of the Exhibit, the terms in the Agreement will prevail.

ARTICLE 2. Term. The term of this Agreement shall commence upon the Effective Date and shall run for a term of three years, unless earlier terminated as provided below. The City may terminate the contract for any reason upon 60-day notice to Provider. City will retain ownership of all City assets, including garbage carts, City provides for use of Provider upon termination of the contract. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 3. Breach of Contract: Provider agrees that efficient, effective, reliable service for citizen residential trash and garbage collection is a key performance requirement of this Agreement. Provider shall be considered to be in breach of this agreement if Provider fails to provide this service as described in Exhibit A, or fails to be responsive to City service direction.

Such a determination shall be in the sole discretion and determination of the City. In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City, after notice and 30-day opportunity to cure, has the right to immediately terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

ARTICLE 4. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as **Exhibit B**, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination:

- a. General Liability insurance – public liability including premises, products and complete operations.
 - (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$500,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$1,000,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$500,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$1,000,000 per occurrence
- c. Statutory Workers Compensation Insurance.
- d. Professional liability insurance: Provider 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.

ARTICLE 5. Performance Bond: Provider shall furnish to the City within 10 calendar days after execution of this agreement a Performance Bond guaranteeing faithful performance of the contract in a form, and from a surety, acceptable to the City. The penal sum of the Performance Bond shall be the value of approximately two months of service pricing. For purposes of this agreement the bond amount will be \$18.55 per month for 6,658 customers, for two months, at a total amount of \$247,012.00. Premiums for the Performance Bond shall be paid by Provider. The Performance Bond shall be in effect 10 Calendar Days after this contract is signed by City and shall expire on completion of Work under this contract.

ARTICLE 6. Indemnification: Provider 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 and/or the activities of Provider, its principals, directors, agents, servants 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 Agreement or any activities conducted pursuant thereto, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 7. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 8. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 9. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

ARTICLE 10. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 11. Nondiscrimination: Provider 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.

ARTICLE 12. Invoicing and Method of Payment: Provider shall invoice City monthly at the end of the month for services provided that month. Invoices shall state the number residences served for trash and garbage services, and the unit and extended rates for service. Standard unit pricing will be \$12.38 per month, per pick-up residence, for weekly garbage service and \$6.17 per month, per pick-up residence, for every other week trash service. City will review, approve, and issue payment for approved invoices within 30 days of receipt of Provider invoice. Additional services, to include more frequent scheduled service, may be provided and invoiced by Provider only upon written agreement and tasking of such specific services and rates by the Director of Public Services or his representative. City and Provider will mutually agree to the number of residences served at the beginning of contract performance, which number may be adjusted upon mutual agreement in writing by the Director of Public Services or his representative and Provider. Provider shall document any such adjustments with the Invoice. City may request Provider to make additional service reports to accompany invoices or at other reasonable times, to include tip visit dates, times, locations, and volumes, customer feedback, or route and service notes or adjustments. City will provide a contact address for submission of invoice and agrees to timely review and processing for payment.

ARTICLE 13. Notice: Notice from the City to Provider shall be mailed to the following address:

A-1 McDuffie Sanitation LLC
4102 Azalea Park Ct
Semmes, AL 36575

Notice to the City shall be addressed to:

City Attorney, City of Mobile
205 Government Street,
Mobile, AL 36602.

ARTICLE 14. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 15. Compliance with Alabama Immigration Law: The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this

provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycott: Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement 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 Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, A-1 McDuffie Sanitation LLC

Kenneth Havens, Its CEO (title)

On behalf of A-1 McDuffie Sanitation LLC

8/24/2023 Date

State of Alabama

Mobile County

I, Brandi L. Montgomery, a Notary public in and for said County, in said State, hereby certify that Kenneth Havens, whose name as

CEO of A-1 McDuffie Sanitation LLC a limited-liability corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as CEO (corporate title) as aforesaid. Given under my hand this the 24 day of August, 2023.

Brandi L. Montgomery
Notary Public

My Commission expires on: 02/03/2027



CITY,

W Stimpson
William S. Stimpson, Mayor

8/31/23
Date

ATTEST:

Visa Lambert
City Clerk

8-31-2023
Date

Exhibits A City of Mobile RFB 5828 and Provider Bid Response
B Provider Insurance

EXHIBIT A

City of Mobile Request for Bids 5828 And Provider Bid Response

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:
07/20/2023	5828	Public Works	As Directed

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

12:01 PM, Thursday, August 10, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES The City of Mobile ("City") is seeking bids to select a Contractor to perform residential garbage and trash collection and disposal services for approximately 6,658 homes ("Customers") in three areas listed on the maps in Exhibit A. Bids are due by mail or delivery, received by the City by 12:01 pm, August 10, 2023, to the following location: Government Plaza, 205 Government St, South Tower, Purchasing Dept, 4th Floor, Room S-408, Mobile, AL 36644. The service areas were annexed into the City by citizen election on July 18, 2023. The City is issuing this request for bids on the expectation that contract award will be made not later than September 1, 2023, with service to begin by October 1, 2023. Contract award shall be made to the responsive and responsible bidder submitting the lowest total monthly unit pricing per residence/Customer for all services in all areas. The initial term of the contract shall be for a period of three years. City has the discretion to award all, some, or none of the areas. City will have the option to terminate for non-performance with notice and 30-day opportunity to cure performance defects. Contractor may be required to provide City a performance bond upon notification of intent to award equivalent to award value of two-months of service. Vendors are to price their bid both with and without a performance bond. City has the exclusive discretion to select the lowest price option most advantageous to the City.					
	Page 1 of 2		TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page_____ of_____

Page 548 of 769

CITY OF MOBILE BID
RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES

A. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.
2. Contractor shall have all required licenses and permits, to include a City of Mobile business license and permit for collection and transportation of solid waste.
3. Contractor shall have at least five years' experience in scheduled municipal solid waste and trash collection services.
4. Contractor must have a base of operations within Mobile County and must currently be providing residential services in at least one of the mapped areas.
5. City has the option in its sole discretion to require from Contractor, at contract award, a performance bond acceptable to the City, equal in value for two months of service for the agreed upon number of Customers at the unit pricing indicated in the bid.
6. Contractor shall have the capacity at bid award to complete the work requirements of this bid. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors.
7. Contractor will be required to indemnify the City and carry the City as an additional insured in adequate amounts to be determined by the City for general commercial and umbrella liability, automobile liability, and workers compensation.
8. Contractor will be required to comply with federal and Alabama immigration law and enroll in E-Verify.
9. Contractor will be required to not 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.
10. 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.

B. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the regular scheduled service of residential properties within the mapped areas, or some subset of the mapped areas, for once-per-week collection of curbside residential garbage (defined in 2.g.1 below) and every-other-week collection of residential trash (defined in 2.g.2 below) and transport and disposal at the designated disposal locations. locations: Contractor must transport and dispose of garbage at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. Contractor must transport and dispose of trash at the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695.

2. General Performance Expectations. Contractor will provide service according to the definitions and standards found under the current City provided garbage and trash service. Contractor is to provide all resources to complete the service, except as otherwise listed as a City responsibility below.

a. Contractor must provide the service in a reliable, professional, courteous manner, with qualified, uniformed crews and marked, well-maintained, professional and attractive equipment adequate to provide efficient service on narrow residential and busy commercial streets in proximity to vehicles, poles, sidewalks, mailboxes, other residential structures, and overhanging lights, wires, trees, and vegetation. Excessive accidents, damage, spillage, missed Customers, unreliable service, or otherwise poor service that does not reflect well on the City will be cause for termination. The professionalism required includes Contractor interactions with City staff, Customers, pedestrians and motorists, and disposal site operators. City will approve Contractor proposed uniform and markings.

b. Contractor must provide local management immediately responsible for Contractor operations and responsive to City communications.

c. Contractor must take reasonable care to limit spillage, and must clean up or immediately report to the City all significant debris or spillage left by Contractor operations.

d. Contractor will provide service only for single family residences and multi-family residences of four units or less within the designated service area. The total approximate number of individual residences is **6,658**. The maps in Exhibit A break out the numbers by Map Area. For billing purposes, City and Contractor will agree upon the specific number of residential service stops, which may be updated as necessary upon mutual consent of City and Contractor. City shall have the final say on number of service stops for service and billing purposes.

e. Contractor must collect garbage left by Customer in City-provided and marked 96-gallon carts at an accessible curbside location when Contractor passes the residence on route day. Contractor must empty no more than two such carts at each residence.

f. Contractor must provide door-to-door cart services for residences specified by the City, which includes retrieval of the full cart from an accessible position immediately adjacent to the residential structure, emptying of the cart, and return of the cart to the original location.

g. Contractor should refuse service for Customers with non-compliant waste that fails to adhere to the following rules.

(1) For household garbage service, contents must fit in the provided garbage cart. Contents should not include construction materials, metal, concrete, sod, sand, dirt, rocks and plaster, and should not contain hazardous waste, hot ashes, flammable products, chemical products, liquid paint, toxic materials, automobile parts, batteries, or dead animals.

(2) For trash service, contents must consist only of tree limbs, tree/yard debris, discarded furniture and bedding. Trash piles may consist of loose materials not exceeding two cubic yards.

h. Contractor will refer Customers for whom Contractor denies service, or when Customers request additional service such as a second cart, additional trash service beyond the two cubic yard amount, or pickup of electronics or appliances, to the City for resolution and City follow-up communication and scheduling with Customer for City crew service. City will work with Contractor to implement an efficient Customer-responsive process for these services.

i. Contractor will courteously receive Customer complaints or claims and has the discretion to immediately resolve the complaint to Customer's satisfaction or timely refer the complaint to the City.

3. Route Planning and Management. Contractor will develop and provide for City approval a route plan for once-per-week residential garbage pickup and every-other-week residential trash pickup. Residences must be provided service on the same day of the week during the service week to provide customer predictability in receiving service. Contractor may vary the time of service at any residence during the route service day as necessary to accommodate efficient Contractor operations. Contractor will be required to obtain City approval for any changes to route plans.

a. Contractor will immediately notify City of any deviation from scheduled route service.

b. Contractor will schedule regular route service to occur between the hours of 6:00 am and 5:00 pm, Tuesday through Friday, consistent with other regular City scheduled service. Monday and Saturday service may be used as backup/makeup service days when necessary and approved by the City.

c. Contractor will be required to observe the holidays and make-up days that City crews observe to simplify messaging for City customers, unless the City otherwise specifically approves alternate Contractor route scheduling.

d. Contractor will be required to use the City's work order system (currently Nexgen).

e. Contractor will have a functional video capture system to document for City review service performance, skipped pickups, or other service issues.

f. City may, in its discretion, at mutually agreeable rates and within the capacity of Contractor, task Contractor for additional pickup and disposal services.

g. City may request Contractor performance of more frequent route service on any or all of the scheduled routes, dependent upon Contractor capacity to perform. City agrees to pay prorated additional per-month rates for increased frequency. For example, if transition from every-other-week to weekly trash service results in five vs two service visits, and Contractor's monthly trash pickup rate for the two visits is \$10 for that month, Contractor's prorated amount per visit is \$5, and Contract may charge an additional \$15 for the three additional service visits that month.

4. Reports. Contractor will report the following to the City on a mutually agreed upon schedule and format:

a. Disposal site tipping visits and amounts.

b. Residences not serviced due to resident non-compliance with cart curb placement or other issues.

c. Damages caused by operations, including claims, reports, diagrams, photos, settlements, or amounts.

d. Significant issues, mishaps, customer complaints.

5. City Obligations. City will provide the following:

a. A City point of contact for all Contractor performance issues.

b. Purchase and deployment of new 96-gallon plastic roller garbage carts to all collection residences.

c. List of all residences to be collected by Contractor, to include any residents that need special door-to-door cart placement service and any residents with more than one cart per residence.

d. Deployment of additional and replacement carts as requested by Customers.

e. Disposal fees and locations. City will pay for all disposal fees directly to the disposal site. For garbage, Contractor must transport to and dispose at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. For trash, Contractor must transport and dispose to the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. Contractor must be especially careful to not intermix City garbage

and trash with non-City -sourced garbage and trash in Contractor loads billed to the City. Contractor will be required to work with City to ensure accurate reporting and billing of disposal fees.

f. All Customer notifications regarding service holidays, service and schedule changes, and policies.

g. A 311 Customer reporting system for service requests, comments, complaints, and a work-order software system (currently Nexgen) for communicating tasking.

h. Tasking to Contractor for any service issues or changes.

C. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City monthly at monthly unit pricing for the agreed upon number of Customer residences on the service list.

a. Contractor will bill monthly garbage pricing for weekly garbage service and monthly trash pricing for every-other-week trash service.

b. Contractor may bill per every listed Customer regardless of service denial or whether any individual customer uses the garbage or trash service on any particular pickup day.

c. Contractor will bill City for Customers with two carts the same amount as Customers with one cart.

d. Contractor will bill for Customers with door-to-door service at the same rate as curbside service customers.

e. Should City task additional services, or additional frequency of pickup, Contractor will itemize such additional charges at agreed upon pricing.

2. Payment. City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

D. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the

discretion of the City.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the requisite qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, request additional information in to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons to be involved in contract work performance.

2. Information demonstrating at least five years of experience in municipal garbage and trash collection services, to include dates, customer, and nature of services performed. Indicate also where in the designated Service Areas the bidder currently provides residential garbage or trash services.

3. A list, including description, of supporting equipment owned or on long-term lease.

4. A plan for how Contractor intends to schedule and perform the work required for all areas with Contractor's equipment and personnel.

5. How Contractor will employ subcontractors, if any.

6. Other relevant contractor qualifications and certifications.

b. Bid Sheet. Contractor must complete and the bid amounts for unit monthly pricing, per Customer/residence, for:

1. Weekly garbage service.

2. Every-other-week trash service.

3. Weekly garbage service incorporating performance bond.

4. Every-other-week trash service incorporating performance bond.

c. Signature and Certification of acceptance of Bid terms. All Bidders must sign and date bid where indicated

E. BID SELECTION PROCESS

- 1. Selection.** City will select the responsive Bid from the responsible Bidder with the lowest total monthly unit garbage and trash pricing (either with performance bond reflecting two months of service for the number of Customers, or without performance bond, at the City's discretion) for award. City reserves the right in its sole discretion to conduct additional inquiries, conduct interviews, or to reject all Bids.
- 2.** City retains the sole discretion to determine whether a bidder has the capacity and capability to perform the required service, and to disqualify any bidder that the City in its sole and exclusive discretion, determines to not be qualified to perform the required service.
- 3.** City may at its sole discretion award a backup, contingency contract to the second lowest responsive and responsible bidder, to provide additional backup garbage and trash residential pickup services to supplement Contractor services.
- 4. Contract.** City will expect Bidder to enter into a three-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.
- 5. Performance.** City expects to Contract to begin service within 30 days of contract award, but not later than October 1, 2023.

F. BIDDER PRICING FORM AND ASSURANCE

Monthly pricing per service per pickup Customer/Residence

Weekly Garbage Service \$_____per month, per pickup Customer

Every-Other-Week Trash Service \$_____per month, per pickup Customer

Total Garbage & Trash(sum of above) \$_____per month, per pickup Customer

Monthly pricing per service per pickup Customer/Residence: Including Performance Bond:

Weekly Garbage Service (w/Bond) \$_____per month, per pickup Customer

Every-Other-Week Trash Service (w/Bond) \$_____per month, per pickup Customer

Total Garbage & Trash(sum above w/Bond) \$_____per month, per pickup Customer

By signature below, bidder understands and accepts the terms of the Request of Bids and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.

This Price Bid Form is hereby submitted by the undersigned

Printed legal name of Bidder Entity

Name and Title of Signer

Signature

Date

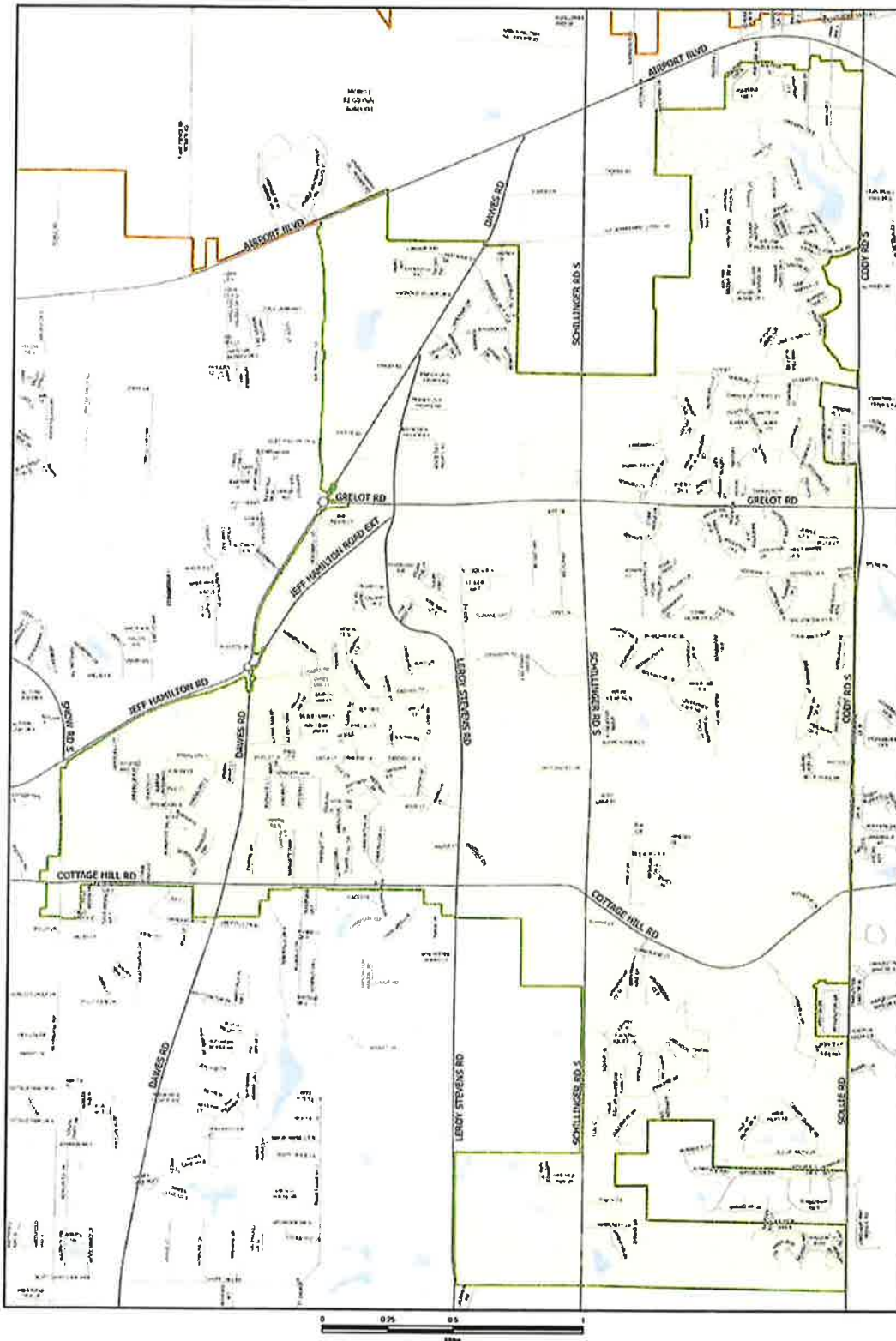
EXHIBIT A

AREA MAPS

Area
Mobile Corporate Limits



Print Date: 6/1/2023

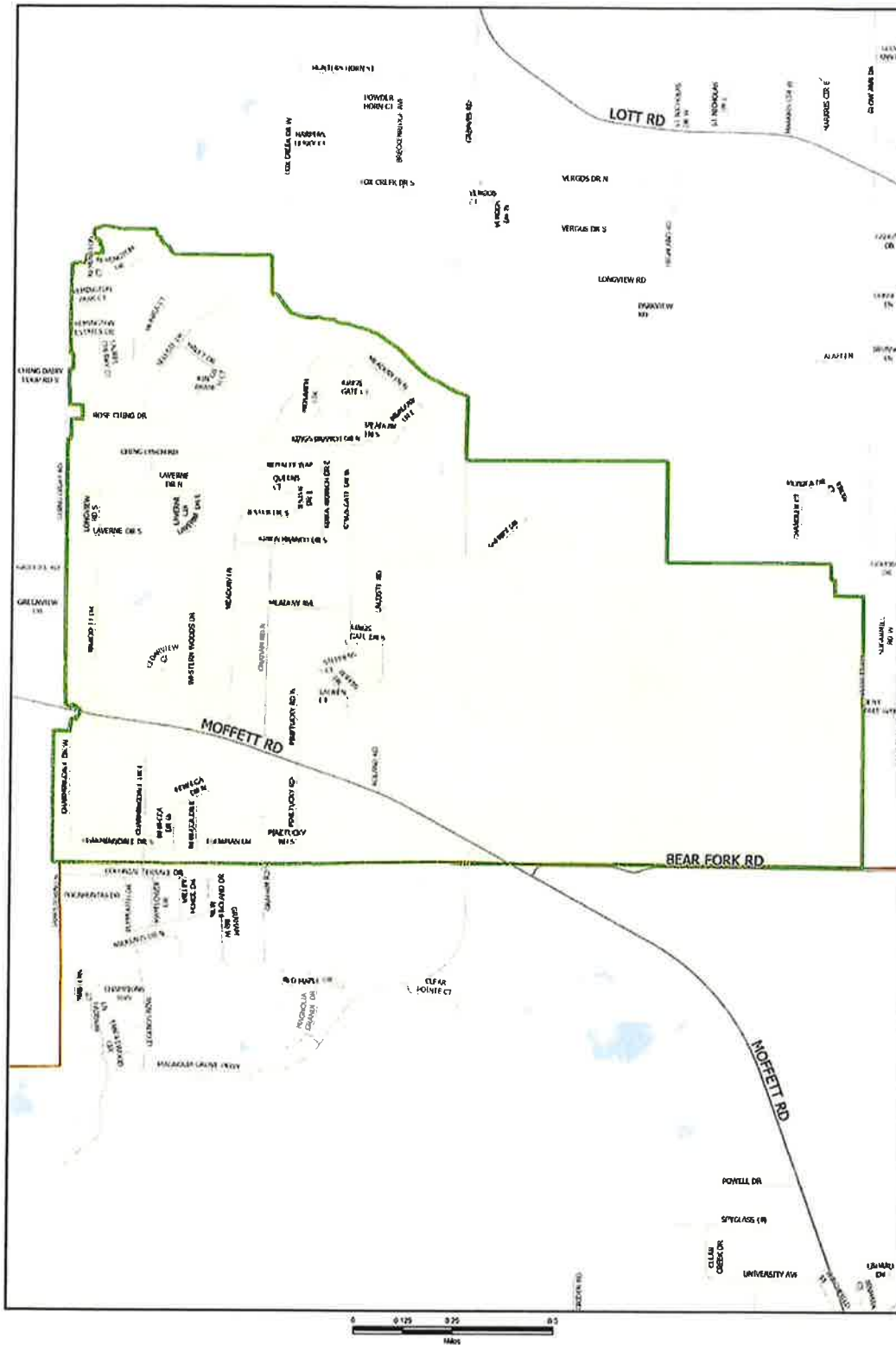


SERVICE AREA 1 Cottage Hill Service Customers = 5,000 + 448 mobile homes
Page 2 of 4

Area
Mobile Corporate Limits



Print Date: 5/1/2023



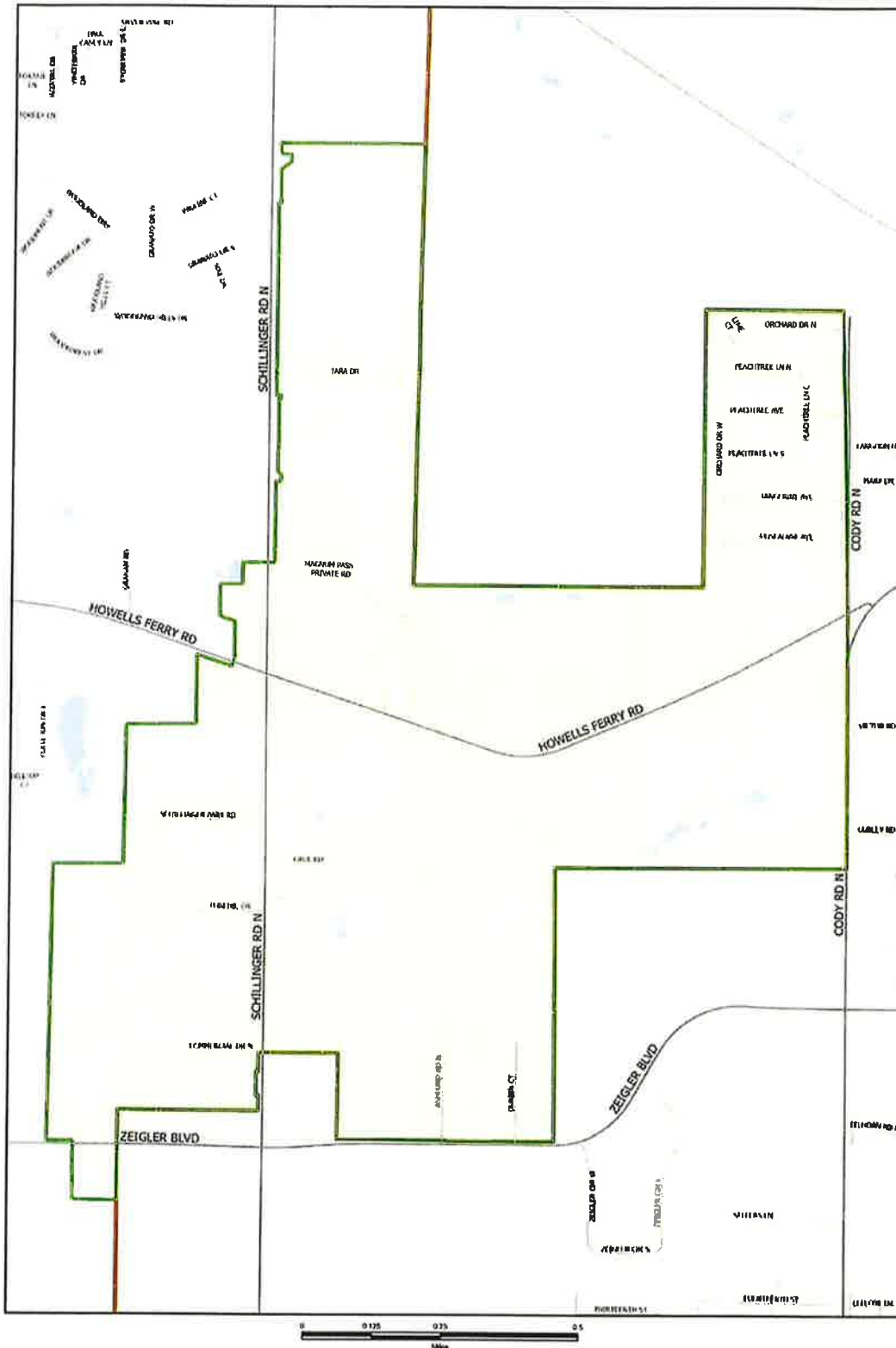
SERVICE AREA 2 Kings Branch Service Customers = 962

Page 3 of 4

Area
Mobile Corporate Limits



Print Date: 5/15/2023



SERVICE AREA 3 Orchard Estates **Service Customers =216+32 mobile homes**
Page 4 of 4



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
Request for Bids (RFB)
Addendum 1 to RFB 5828
Residential Garbage and Trash
Collection Services

A. The City of Mobile is seeking bids for residential garbage and trash collection services. The City is providing this Addendum 1 in response to questions received regarding the original RFB and to clarify RFB specifications. The full contents of the original RFB, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

B. The due date for submitted written proposals remains 12:01 pm August 10, 2023.

C. The following paragraph is added after the first paragraph on page 2 of 2 of the Bid Continuation sheet:

"The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, to negotiate a Bid with the lowest qualified bidder prior to acceptance, and to accept partial Bids. The City also reserves the right to waive any formality in any bid, to accept the best bid for the City as determined by the City, or not to enter into any contract as a result of this bid invitation."

D. Paragraph A.3, Contractor Qualifications, is amended to read:

"Contractor shall have at least five years' experience in scheduled municipal solid waste OR trash collection services. This experience is not required to be as a contractor for a government entity. The service must however be provided to residential customers in urban and suburban settings."

E. Paragraph A.4, Contractor Qualifications, is amended to read:

"Contractor must have a base of operations within Mobile County. A staffed office, warehouse, staging yard, or similar facility qualifies. Contractor must have had current contracted residential service (garbage and/or trash) customers in one of the three annexed areas on July 18, 2023, the date of the Annexation election."

F. QUESTIONS AND ANSWERS. The following are questions that have been received and City responses to those questions. The questions are included generally

as received where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFB.

1. How many door-to-door (backdoor services) customers are there now?

Answer: None as the City is not currently providing service to these customers.

2. How many 2nd cart customers will the Contractor be required to serve?

Answer: The City is not currently providing service to these customers, so cannot provide a quantity, but Contractor will be required to serve as many Customers as request and pay for a second cart from the City.

3. Can the City provide a customer list?

Answer: No. A customer address list will be generated after bid award. See paragraph B.5.e.

4. Does Trash and Garbage have to be serviced on same day or can they be serviced on different days for a residence.?

Answer: They can be serviced on different days of the week for the same customer.

5. What are the Holidays that the city recognizes?

Answer: The City holiday schedule can be found at this link:
<https://www.cityofmobile.org/holiday-schedules>.

6. How does the City expect the Contractor to use the NEXGEN system?

Answer: This system is still under implementation and Contractor engagement with it will be negotiated during contract period. The City expects that it will provide the Contractor a NEXGEN account and will both provide trouble tickets to the Contractor through the software, and receive both Contractor trouble tickets and resolution reports through the software.

7. How will the City intend to address force majeure issues, such as major storms, in working with the Contractor?

Answer: Paragraph 3 anticipates that route schedules may need to be adjusted, and allows for Contractor to obtain City approval for changes to route plans.

8. What are the insurance requirements?

Answer: Specific terms to be worked out with selected Contractor, but expect these minimum limits: statutory Worker Compensation, \$1,000,000.00 commercial general liability, \$1,000,000.00 auto liability.

9. Is a Bid Bond required?

Answer: A bid bond is not required.

10. What qualifies under the City's requirements in paragraph A.4. that Contractor must have a base of operations in Mobile County and must currently be providing residential services in a least one of the mapped areas?

Answer: See paragraph E above.

11. May a Contractor use a different transfer station located within the City of Mobile for garbage as long as the final destination is the Chastang landfill?

Answer: Contractor may propose an alternate transfer station, but the City cannot guarantee it will be able to accept an alternate transfer station to Waste Management's Hamilton Road transfer station.

12. In paragraph B.3.(g), the specification says that the City may ask for more frequent pickup services. What type of advanced notice would the City intend to provide the Contractor, and what duration would be expected?

Answer: The City has no specific intention to incorporate increased service levels for any extended period, but could envision them for a few weeks for unique circumstances. The City would provide ample notice and work within Contractor's capacities.

13. Paragraph B.2.i requires that the Contractor will courteously receive Customer complaints or claims and has discretion to immediately resolve the complaint to Customer satisfaction or timely refer the complaint to the City. How does the city see this working?

Answer: The City expects that the Contractor will have some direct interaction with Customers during service runs and wants the Contractor to engage where appropriate and provide responsive services for simple requests. The City expects Contractor to forward any complex, not easily completed, or outside of policy requests to the City for resolution with the Customer.

14. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. What type of notice will we have? If the City were to change the disposal site to be Chastang for example, that would require additional assets and labor. Will there be a mutually agreed timeframe to mobilize for increase and will it be long or short term?

Answer: The City does not intend to change current disposal sites, but could be required to by its recipient contractors. The City would provide as much advanced notice as possible and would collaborate with the Contractor on any change to disposal locations and potential required rate or schedule adjustments.

15. Will there be an opportunity for a rate adjustment during term of contract?

Answer: No, absent substantial change in performance expectations or market conditions, the City expects bid rates to remain fixed for the contract period.

16. Would the city consider moving bid due to August 17, 2023?

Answer: No. The City is on a short timeline to begin service for these areas.

17. Paragraph A.3 states that a bidder must have at least 5 years' experience in scheduled municipal solid waste and trash collection services. Does this mean that a bidder must have worked independently in a municipality or that a bidder must have worked under a franchise agreement to provide solid waste service to a franchise?

Answer: This means the bidder must have experience providing scheduled residential garbage service in a municipal (urban or suburban) setting. The service does not have to be contracted with a governmental entity, and can be contracted directly with residential customers. See also paragraph D. above.

18. How will the City expect Contractor to service trailer parks?

Answer: The City will expect service only to trailer homes on a municipal right-of way, or for carts placed on the right-of-way from a trailer park.



SEALED BID

RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES



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:
07/20/2023	5828	Public Works	As Directed

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

12:01 PM, Thursday, August 10, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES The City of Mobile ("City") is seeking bids to select a Contractor to perform residential garbage and trash collection and disposal services for approximately 6,658 homes ("Customers") in three areas listed on the maps in Exhibit A. Bids are due by mail or delivery, received by the City by 12:01 pm, August 10, 2023, to the following location: Government Plaza, 205 Government St, South Tower, Purchasing Dept, 4th Floor, Room S-408, Mobile, AL 36644. The service areas were annexed into the City by citizen election on July 18, 2023. The City is issuing this request for bids on the expectation that contract award will be made not later than September 1, 2023, with service to begin by October 1, 2023. Contract award shall be made to the responsive and responsible bidder submitting the lowest total monthly unit pricing per residence/Customer for all services in all areas. The initial term of the contract shall be for a period of three years. City has the discretion to award all, some, or none of the areas. City will have the option to terminate for non-performance with notice and 30-day opportunity to cure performance defects. Contractor may be required to provide City a performance bond upon notification of intent to award equivalent to award value of two-months of service. Vendors are to price their bid both with and without a performance bond. City has the exclusive discretion to select the lowest price option most advantageous to the City.					
	Page 1 of 2		TOTAL			

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

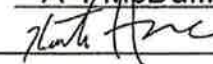
Phone Number **251-404-7923**

Email Address **kenneth@a1mcduffiesanitation.com**

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 **A-1 McDuffie Sanitation LLC.**

Signature 

Type or Print Name **Kenneth Havens**

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

Page _____ of _____

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**CITY OF MOBILE BID
RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES**

A. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.
2. Contractor shall have all required licenses and permits, to include a City of Mobile business license and permit for collection and transportation of solid waste.
3. Contractor shall have at least five years' experience in scheduled municipal solid waste and trash collection services.
4. Contractor must have a base of operations within Mobile County and must currently be providing residential services in at least one of the mapped areas.
5. City has the option in its sole discretion to require from Contractor, at contract award, a performance bond acceptable to the City, equal in value for two months of service for the agreed upon number of Customers at the unit pricing indicated in the bid.
6. Contractor shall have the capacity at bid award to complete the work requirements of this bid. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors.
7. Contractor will be required to indemnify the City and carry the City as an additional insured in adequate amounts to be determined by the City for general commercial and umbrella liability, automobile liability, and workers compensation.
8. Contractor will be required to comply with federal and Alabama immigration law and enroll in E-Verify.
9. Contractor will be required to not 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.
10. 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.

B. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the regular scheduled service of residential properties within the mapped areas, or some subset of the mapped areas, for once-per-week collection of curbside residential garbage (defined in 2.g.1 below) and every-other-week collection of residential trash (defined in 2.g.2 below) and transport and disposal at the designated disposal locations. locations: Contractor must transport and dispose of garbage at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. Contractor must transport and dispose of trash at the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695.

2. General Performance Expectations. Contractor will provide service according to the definitions and standards found under the current City provided garbage and trash service. Contractor is to provide all resources to complete the service, except as otherwise listed as a City responsibility below.

a. Contractor must provide the service in a reliable, professional, courteous manner, with qualified, uniformed crews and marked, well-maintained, professional and attractive equipment adequate to provide efficient service on narrow residential and busy commercial streets in proximity to vehicles, poles, sidewalks, mailboxes, other residential structures, and overhanging lights, wires, trees, and vegetation. Excessive accidents, damage, spillage, missed Customers, unreliable service, or otherwise poor service that does not reflect well on the City will be cause for termination. The professionalism required includes Contractor interactions with City staff, Customers, pedestrians and motorists, and disposal site operators. City will approve Contractor proposed uniform and markings.

b. Contractor must provide local management immediately responsible for Contractor operations and responsive to City communications.

c. Contractor must take reasonable care to limit spillage, and must clean up or immediately report to the City all significant debris or spillage left by Contractor operations.

d. Contractor will provide service only for single family residences and multi-family residences of four units or less within the designated service area. The total approximate number of individual residences is **6,658**. The maps in Exhibit A break out the numbers by Map Area. For billing purposes, City and Contractor will agree upon the specific number of residential service stops, which may be updated as necessary upon mutual consent of City and Contractor. City shall have the final say on number of service stops for service and billing purposes.

e. Contractor must collect garbage left by Customer in City-provided and marked 96-gallon carts at an accessible curbside location when Contractor passes the residence on route day. Contractor must empty no more than two such carts at each residence.

f. Contractor must provide door-to-door cart services for residences specified by the City, which includes retrieval of the full cart from an accessible position immediately adjacent to the residential structure, emptying of the cart, and return of the cart to the original location.

g. Contractor should refuse service for Customers with non-compliant waste that fails to adhere to the following rules.

(1) For household garbage service, contents must fit in the provided garbage cart. Contents should not include construction materials, metal, concrete, sod, sand, dirt, rocks and plaster, and should not contain hazardous waste, hot ashes, flammable products, chemical products, liquid paint, toxic materials, automobile parts, batteries, or dead animals.

(2) For trash service, contents must consist only of tree limbs, tree/yard debris, discarded furniture and bedding. Trash piles may consist of loose materials not exceeding two cubic yards.

h. Contractor will refer Customers for whom Contractor denies service, or when Customers request additional service such as a second cart, additional trash service beyond the two cubic yard amount, or pickup of electronics or appliances, to the City for resolution and City follow-up communication and scheduling with Customer for City crew service. City will work with Contractor to implement an efficient Customer-responsive process for these services.

i. Contractor will courteously receive Customer complaints or claims and has the discretion to immediately resolve the complaint to Customer's satisfaction or timely refer the complaint to the City.

3. Route Planning and Management. Contractor will develop and provide for City approval a route plan for once-per-week residential garbage pickup and every-other-week residential trash pickup. Residences must be provided service on the same day of the week during the service week to provide customer predictability in receiving service. Contractor may vary the time of service at any residence during the route service day as necessary to accommodate efficient Contractor operations. Contractor will be required to obtain City approval for any changes to route plans.

a. Contractor will immediately notify City of any deviation from scheduled route service.

b. Contractor will schedule regular route service to occur between the hours of 6:00 am and 5:00 pm, Tuesday through Friday, consistent with other regular City scheduled service. Monday and Saturday service may be used as backup/makeup service days when necessary and approved by the City.

c. Contractor will be required to observe the holidays and make-up days that City crews observe to simplify messaging for City customers, unless the City otherwise specifically approves alternate Contractor route scheduling.

d. Contractor will be required to use the City's work order system (currently Nexgen).

e. Contractor will have a functional video capture system to document for City review service performance, skipped pickups, or other service issues.

f. City may, in its discretion, at mutually agreeable rates and within the capacity of Contractor, task Contractor for additional pickup and disposal services.

g. City may request Contractor performance of more frequent route service on any or all of the scheduled routes, dependent upon Contractor capacity to perform. City agrees to pay prorated additional per-month rates for increased frequency. For example, if transition from every-other-week to weekly trash service results in five vs two service visits, and Contractor's monthly trash pickup rate for the two visits is \$10 for that month, Contractor's prorated amount per visit is \$5, and Contract may charge an additional \$15 for the three additional service visits that month.

4. Reports. Contractor will report the following to the City on a mutually agreed upon schedule and format:

a. Disposal site tipping visits and amounts.

b. Residences not serviced due to resident non-compliance with cart curb placement or other issues.

c. Damages caused by operations, including claims, reports, diagrams, photos, settlements, or amounts.

d. Significant issues, mishaps, customer complaints.

5. City Obligations. City will provide the following:

a. A City point of contact for all Contractor performance issues.

b. Purchase and deployment of new 96-gallon plastic roller garbage carts to all collection residences.

c. List of all residences to be collected by Contractor, to include any residents that need special door-to-door cart placement service and any residents with more than one cart per residence.

d. Deployment of additional and replacement carts as requested by Customers.

e. Disposal fees and locations. City will pay for all disposal fees directly to the disposal site. For garbage, Contractor must transport to and dispose at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. For trash, Contractor must transport and dispose to the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. Contractor must be especially careful to not intermix City garbage

and trash with non-City -sourced garbage and trash in Contractor loads billed to the City. Contractor will be required to work with City to ensure accurate reporting and billing of disposal fees.

f. All Customer notifications regarding service holidays, service and schedule changes, and policies.

g. A 311 Customer reporting system for service requests, comments, complaints, and a work-order software system (currently Nexgen) for communicating tasking.

h. Tasking to Contractor for any service issues or changes.

C. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City monthly at monthly unit pricing for the agreed upon number of Customer residences on the service list.

a. Contractor will bill monthly garbage pricing for weekly garbage service and monthly trash pricing for every-other-week trash service.

b. Contractor may bill per every listed Customer regardless of service denial or whether any individual customer uses the garbage or trash service on any particular pickup day.

c. Contractor will bill City for Customers with two carts the same amount as Customers with one cart.

d. Contractor will bill for Customers with door-to-door service at the same rate as curbside service customers.

e. Should City task additional services, or additional frequency of pickup, Contractor will itemize such additional charges at agreed upon pricing.

2. Payment. City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

D. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the

discretion of the City.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the requisite qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, request additional information in to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons to be involved in contract work performance.

2. Information demonstrating at least five years of experience in municipal garbage and trash collection services, to include dates, customer, and nature of services performed. Indicate also where in the designated Service Areas the bidder currently provides residential garbage or trash services.

3. A list, including description, of supporting equipment owned or on long-term lease.

4. A plan for how Contractor intends to schedule and perform the work required for all areas with Contractor's equipment and personnel.

5. How Contractor will employ subcontractors, if any.

6. Other relevant contractor qualifications and certifications.

b. Bid Sheet. Contractor must complete and the bid amounts for unit monthly pricing, per Customer/residence, for:

1. Weekly garbage service.

2. Every-other-week trash service.

3. Weekly garbage service incorporating performance bond.

4. Every-other-week trash service incorporating performance bond.

c. Signature and Certification of acceptance of Bid terms. All Bidders must sign and date bid where indicated

E. BID SELECTION PROCESS

- 1. Selection.** City will select the responsive Bid from the responsible Bidder with the lowest total monthly unit garbage and trash pricing (either with performance bond reflecting two months of service for the number of Customers, or without performance bond, at the City's discretion) for award. City reserves the right in its sole discretion to conduct additional inquiries, conduct interviews, or to reject all Bids.
- 2.** City retains the sole discretion to determine whether a bidder has the capacity and capability to perform the required service, and to disqualify any bidder that the City in its sole and exclusive discretion, determines to not be qualified to perform the required service.
- 3.** City may at its sole discretion award a backup, contingency contract to the second lowest responsive and responsible bidder, to provide additional backup garbage and trash residential pickup services to supplement Contractor services.
- 4. Contract.** City will expect Bidder to enter into a three-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.
- 5. Performance.** City expects to Contract to begin service within 30 days of contract award, but not later than October 1, 2023.

F. BIDDER PRICING FORM AND ASSURANCE

Monthly pricing per service per pickup Customer/Residence

Weekly Garbage Service \$ 12.38 per month, per pickup Customer

Every-Other-Week Trash Service \$ 6.17 per month, per pickup Customer

Total Garbage & Trash(sum of above) \$ 18.55 per month, per pickup Customer

Monthly pricing per service per pickup Customer/Residence: Including Performance Bond:

Weekly Garbage Service (w/Bond) \$ 12.38 per month, per pickup Customer

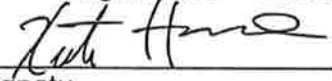
Every-Other-Week Trash Service (w/Bond) \$ 6.17 per month, per pickup Customer

Total Garbage & Trash(sum above w/Bond) \$ 18.55 per month, per pickup Customer

By signature below, bidder understands and accepts the terms of the Request of Bids and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.

This Price Bid Form is hereby submitted by the undersigned

A-1 McDuffie Sanitation LLC.
Printed legal name of Bidder Entity

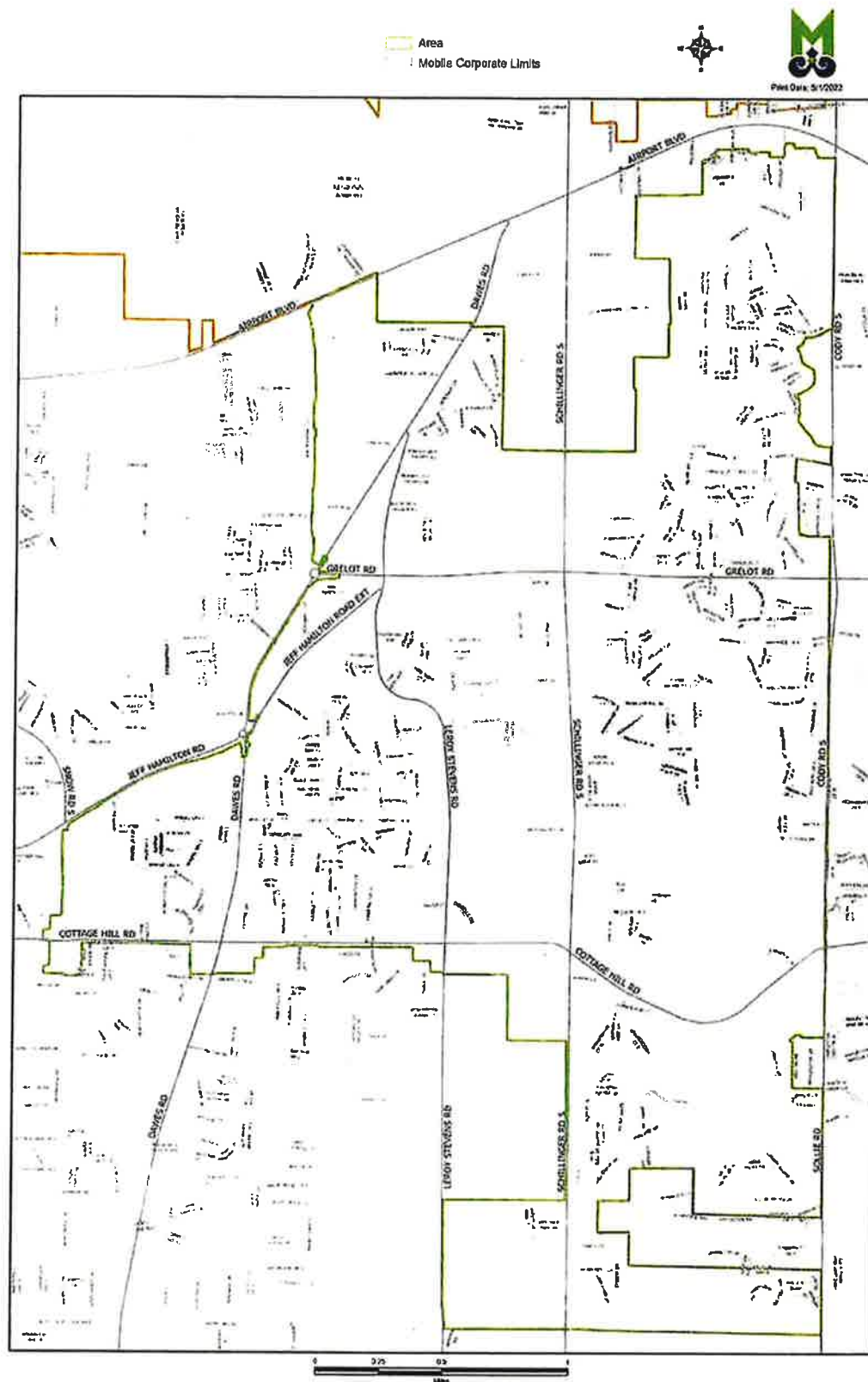

Signature

Kenneth Havens / CEO
Name and Title of Signer

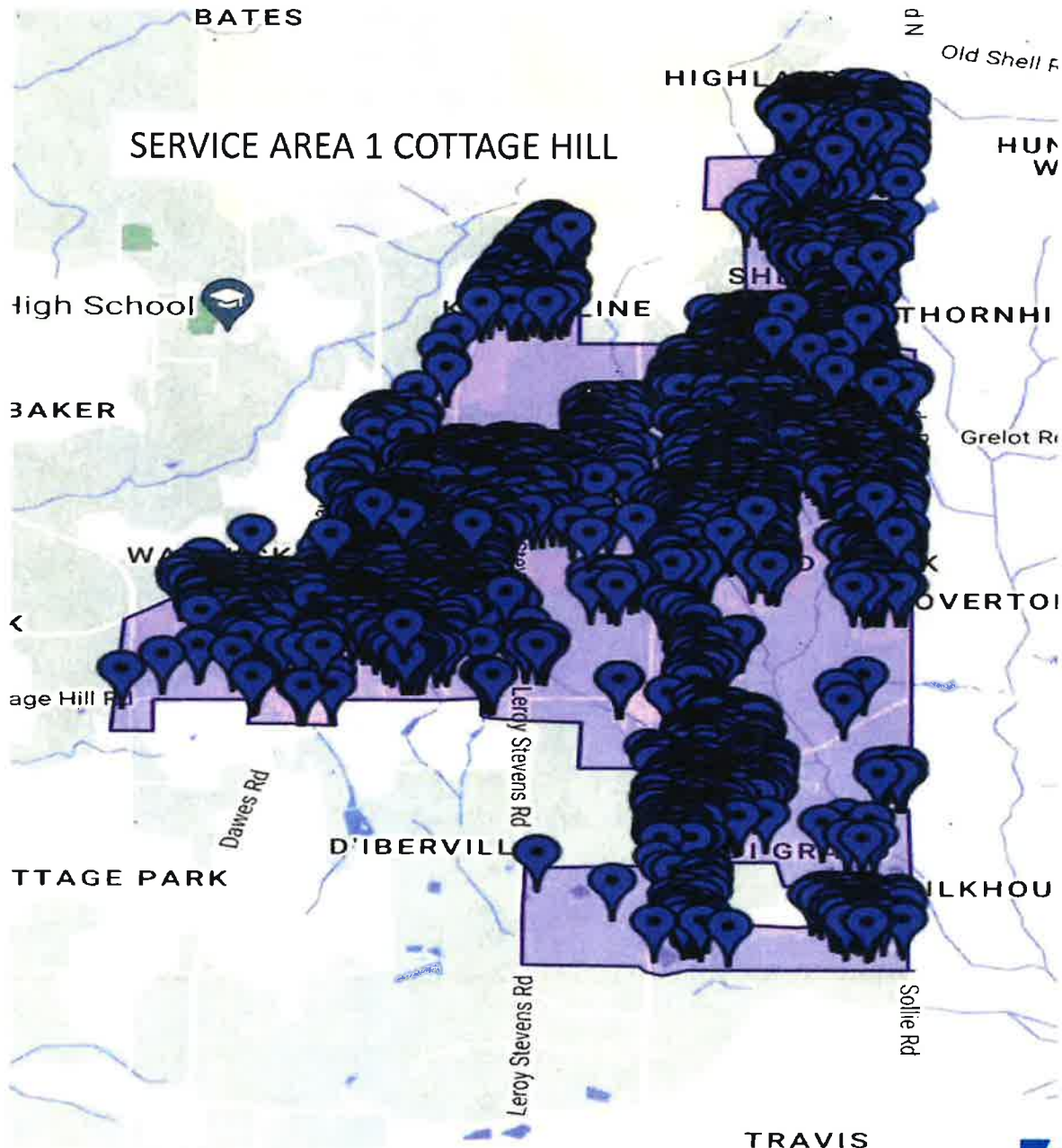
August 9th, 2023
Date

EXHIBIT A

AREA MAPS



SERVICE AREA 1 Cottage Hill Service Customers = 5,000 + 448 mobile homes
 Page 2 of 4

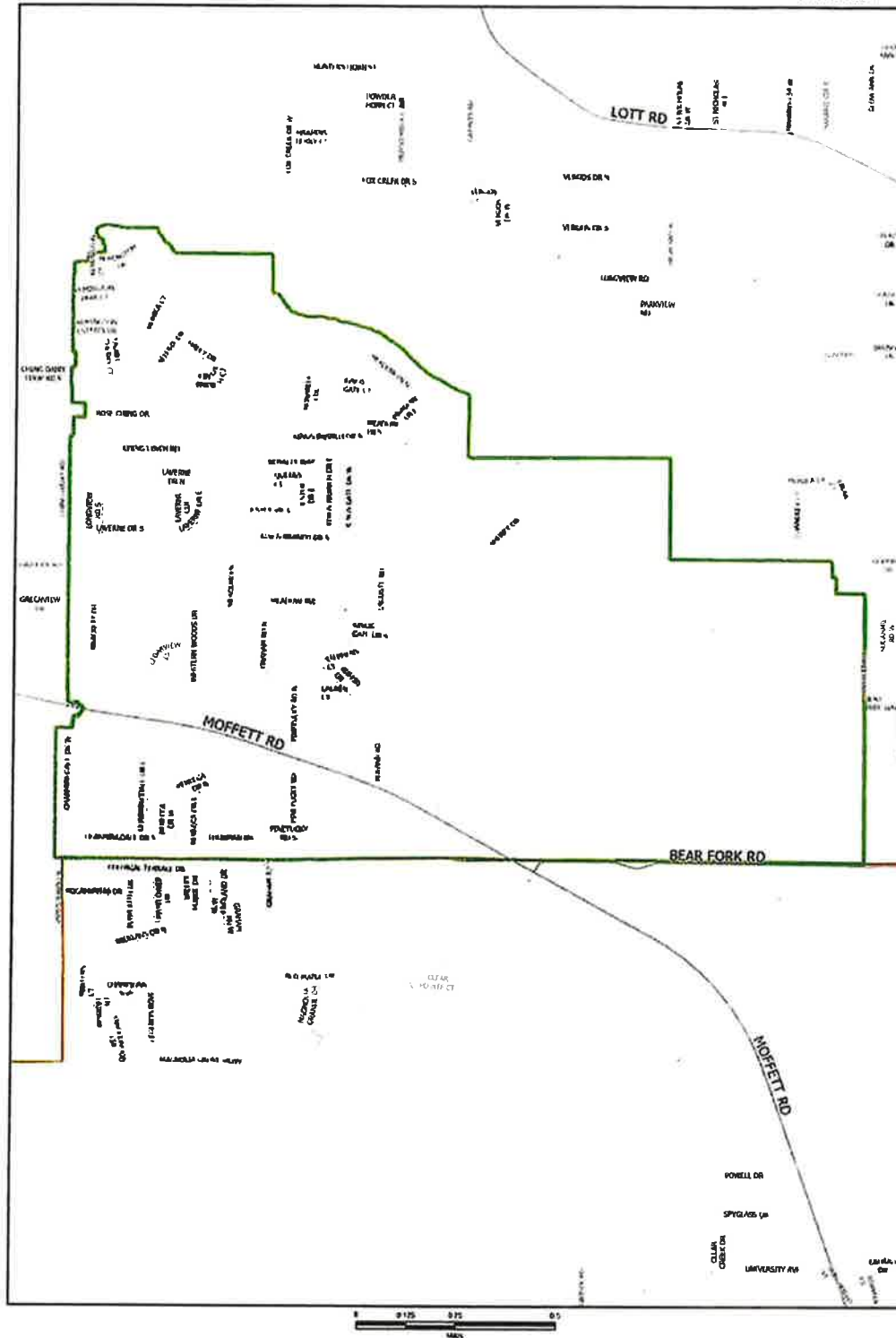


A-1 McDuffie Sanitation is currently servicing 2459 homes **TWO TIMES** a week in Cottage Hill Area 1





Print Date: 5/10/2023



SERVICE AREA 2 Kings Branch Service Customers = 962

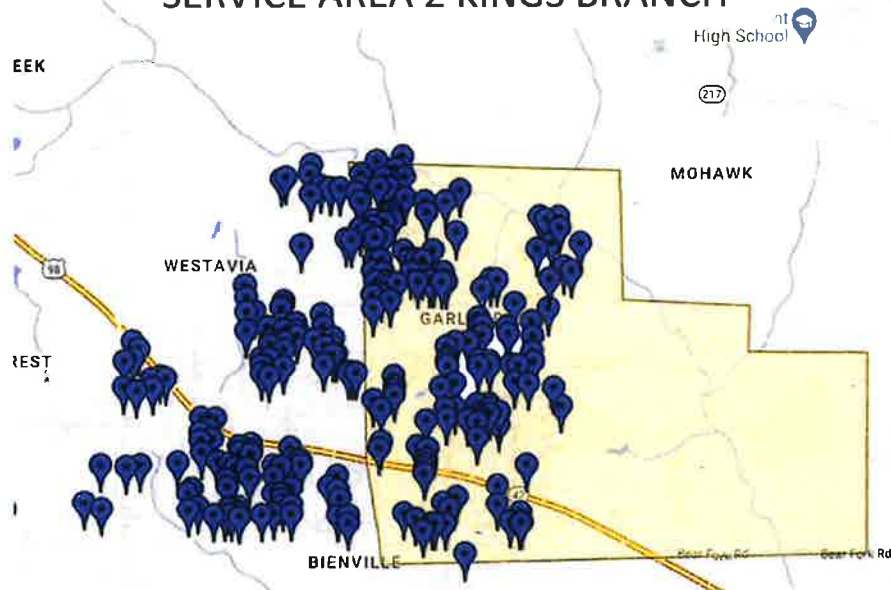


This is a detailed plat map of a portion of the City of Chicago. The map shows several streets and property lots. Key streets include Schillinger Rd N, Howells Ferry Rd, Zeigler Blvd, and Coody Rd N. There are several large rectangular lots, some of which are outlined in green. The map also shows smaller lots and streets, such as Howells Ferry Rd, Zeigler Blvd, and Coody Rd N. A scale bar at the bottom indicates distances in feet (0, 125, 250) and miles (0.5).

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SERVICE AREA 2 KINGS BRANCH



A-1 McDuffie Sanitation is currently servicing 144 homes King's Branch

SERVICE AREA 3 ORCHARD ESTATE



A-1 McDuffie Sanitation is currently servicing 1 home in the Orchard Estates



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
Request for Bids (RFB)
Addendum 1 to RFB 5828
Residential Garbage and Trash
Collection Services

A. The City of Mobile is seeking bids for residential garbage and trash collection services. The City is providing this Addendum 1 in response to questions received regarding the original RFB and to clarify RFB specifications. The full contents of the original RFB, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

B. The due date for submitted written proposals remains 12:01 pm August 10, 2023.

C. The following paragraph is added after the first paragraph on page 2 of 2 of the Bid Continuation sheet:

"The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, to negotiate a Bid with the lowest qualified bidder prior to acceptance, and to accept partial Bids. The City also reserves the right to waive any formality in any bid, to accept the best bid for the City as determined by the City, or not to enter into any contract as a result of this bid invitation."

D. Paragraph A.3, Contractor Qualifications, is amended to read:

"Contractor shall have at least five years' experience in scheduled municipal solid waste OR trash collection services. This experience is not required to be as a contractor for a government entity. The service must however be provided to residential customers in urban and suburban settings."

E. Paragraph A.4, Contractor Qualifications, is amended to read:

"Contractor must have a base of operations within Mobile County. A staffed office, warehouse, staging yard, or similar facility qualifies. Contractor must have had current contracted residential service (garbage and/or trash) customers in one of the three annexed areas on July 18, 2023, the date of the Annexation election."

F. QUESTIONS AND ANSWERS. The following are questions that have been received and City responses to those questions. The questions are included generally

as received where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFB.

1. How many door-to-door (backdoor services) customers are there now?

Answer: None as the City is not currently providing service to these customers.

2. How many 2nd cart customers will the Contractor be required to serve?

Answer: The City is not currently providing service to these customers, so cannot provide a quantity, but Contractor will be required to serve as many Customers as request and pay for a second cart from the City.

3. Can the City provide a customer list?

Answer: No. A customer address list will be generated after bid award. See paragraph B.5.e.

4. Does Trash and Garbage have to be serviced on same day or can they be serviced on different days for a residence.?

Answer: They can be serviced on different days of the week for the same customer.

5. What are the Holidays that the city recognizes?

*Answer: The City holiday schedule can be found at this link:
<https://www.cityofmobile.org/holiday-schedules>.*

6. How does the City expect the Contractor to use the NEXGEN system?

Answer: This system is still under implementation and Contractor engagement with it will be negotiated during contract period. The City expects that it will provide the Contractor a NEXGEN account and will both provide trouble tickets to the Contractor through the software, and receive both Contractor trouble tickets and resolution reports through the software.

7. How will the City intend to address force majeure issues, such as major storms, in working with the Contractor?

Answer: Paragraph 3 anticipates that route schedules may need to be adjusted, and allows for Contractor to obtain City approval for changes to route plans.

8. What are the insurance requirements?

Answer: Specific terms to be worked out with selected Contractor, but expect these minimum limits: statutory Worker Compensation, \$1,000,000.00 commercial general liability, \$1,000,000.00 auto liability.

9. Is a Bid Bond required?

Answer: A bid bond is not required.

10. What qualifies under the City's requirements in paragraph A.4. that Contractor must have a base of operations in Mobile County and must currently be providing residential services in a least one of the mapped areas?

Answer: See paragraph E above.

11. May a Contractor use a different transfer station located within the City of Mobile for garbage as long as the final destination is the Chastang landfill?

Answer: Contractor may propose an alternate transfer station, but the City cannot guarantee it will be able to accept an alternate transfer station to Waste Management's Hamilton Road transfer station.

12. In paragraph B.3.(g), the specification says that the City may ask for more frequent pickup services. What type of advanced notice would the City intend to provide the Contractor, and what duration would be expected?

Answer: The City has no specific intention to incorporate increased service levels for any extended period, but could envision them for a few weeks for unique circumstances. The City would provide ample notice and work within Contractor's capacities.

13. Paragraph B.2.i requires that the Contractor will courteously receive Customer complaints or claims and has discretion to immediately resolve the complaint to Customer satisfaction or timely refer the complaint to the City. How does the city see this working?

Answer: The City expects that the Contractor will have some direct interaction with Customers during service runs and wants the Contractor to engage where appropriate and provide responsive services for simple requests. The City expects Contractor to forward any complex, not easily completed, or outside of policy requests to the City for resolution with the Customer.

14. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. What type of notice will we have? If the City were to change the disposal site to be Chastang for example, that would require additional assets and labor. Will there be a mutually agreed timeframe to mobilize for increase and will it be long or short term?

Answer: The City does not intend to change current disposal sites, but could be required to by its recipient contractors. The City would provide as much advanced notice as possible and would collaborate with the Contractor on any change to disposal locations and potential required rate or schedule adjustments.

15. Will there be an opportunity for a rate adjustment during term of contract?

Answer: No, absent substantial change in performance expectations or market conditions, the City expects bid rates to remain fixed for the contract period.

16. Would the city consider moving bid due to August 17, 2023?

Answer: No. The City is on a short timeline to begin service for these areas.

17. Paragraph A.3 states that a bidder must have at least 5 years' experience in scheduled municipal solid waste and trash collection services. Does this mean that a bidder must have worked independently in a municipality or that a bidder must have worked under a franchise agreement to provide solid waste service to a franchise?

Answer: This means the bidder must have experience providing scheduled residential garbage service in a municipal (urban or suburban) setting. The service does not have to be contracted with a governmental entity, and can be contracted directly with residential customers. See also paragraph D. above.

18. How will the City expect Contractor to service trailer parks?

Answer: The City will expect service only to trailer homes on a municipal right-of way, or for carts placed on the right-of-way from a trailer park.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. A-1 McDuffie Sanitation LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 4102 Azalea Park Ct	
6 City, state, and ZIP code Semmes, AL 36575		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

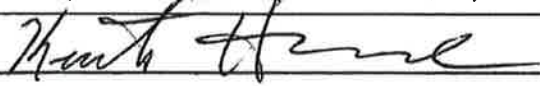
Social security number								
			-				-	
or								
Employer identification number								
2	0	-	2	5	4	2	9	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 7/25/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Jim Bennett, 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:

A-1 McDuffie Sanitation, LLC

This name reservation is for the exclusive use of Rockwell & Kaufman, LLC, P.
O. Box 2104, Mobile, AL 36652 for a period of one year beginning October 03,
2013 and expiring October 03, 2014



RES638355

**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.**

October 03, 2013

Date

A handwritten signature in black ink, appearing to read 'Jim Bennett', is written over a horizontal line.

Jim Bennett

Secretary of State

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

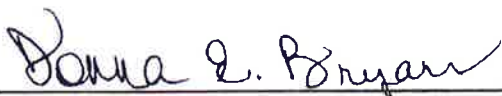
POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

A-1 MCDUFFIE SANITATION LLC T7
4102 AZALEA PARK COURT
SEMME AL 36575

YEAR	LICENSE NO.
2023	94847
ISSUED	EXPIRES
4/11/2023	12/31/2023

562111 GARBAGE DISPOSAL SERVICE(S) - GROSS RECEIPTS
562113 GARBAGE DISPOSAL - # OF TRUCKS - \$25 EA



Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



A-1 MCDUFFIE SANITATION LLC
PO BOX 1995
SEMME, AL 36575-1995

1 T1 P41

ALABAMA DEPARTMENT OF PUBLIC HEALTH

Mobile County Health Department

02-14
Permit Number

ANNUAL SOLID WASTE COLLECTOR PERMIT

KENNETH HAVENS

is hereby permitted

Owner's Name

to engage in the business of collecting and hauling solid waste, and this permit is issued to

A-1 McDuffie Sanitation

Business Name

located at

4102 AZALEA PARK COURT, Semmes, AL 36575-

pursuant to Section 22-27-5, Code of Alabama, 1975, as amended, and the Rules and Regulations of the State and County Boards of Health. This permit is issued and is valid for the period of no more than one year and shall expire when annual licenses are due, unless otherwise suspended or revoked.

This permit number shall be displayed upon each collection vehicle with the collector's name and phone number with lettering at least 3 inches high. Permit is non-transferable and shall become invalid upon a change of ownership. Permit is valid only in county of issuance and as specified on the permit.



Date Issued: 9/27/2022

Expiration Date: 9/30/2023

Ted B. Miller
County Public Health Environmentalist

Kevin P. Michaels, MD, MPH, FACOEM

County Health Officer

ALABAMA DEPARTMENT OF PUBLIC HEALTH

Mobile County Health Department

02-14
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This permit number shall be displayed upon each collection vehicle with the collector's name and phone number with lettering at least 3 inches high. Permit is non-transferable and shall become invalid upon a change of ownership. Permit is valid only in county of issuance and as specified on the permit.



Date Issued: 11/12/2021

Expiration Date: 9/30/2022

Theresa K. Miller 874551P
County Public Health Environmentalist

Bernard H. Eichold III, MD

County Health Officer

OUR STORY & TIMELINE

THE ROOTS OF MCDUFFIE SANITATION

A-1 McDuffie Sanitation, was founded by my grandparents in 1998. I joined their venture in 2009. Over the past 20 years our company has evolved, but our core values have not changed:

- Honor God with all that we do.
- Healthy things grow.
- We're not a sanitation company, we're a people company that offers a sanitation service.



2017 – Started conversion over to automated side loaders

2018 – Completed transition into automation

2019 – Kenneth Havens completed purchase of 100% of A1 McDuffie Sanitation

2021 – Received City of Chickasaw residential contract
Purchased Dorris Richardson Sanitation
Provided emergency contract for residential service to the City of Prichard

2022 – Purchased Steve Charlton Sanitation
Purchased Armor Environmental LLC
Purchased Nicholas Sanitation

2023 – To date
Received City of Lucedale residential contract

LARGEST PRIVATE RESIDENTIAL REFUSE PROVIDER IN MOBILE COUNTY



WE ARE A PEOPLE COMPANY....



CANS FOR A CAUSE

Toy collections for Ronald McDonald house annually at Christmas.

WHY PINK?

KICK CANCER TO THE CURB

We love to see our bright pink cans lining the streets. Starting in 2014, we wanted to give our customers the option of a colored can with a purpose. We received our first shipment and announced our "kick cancer to the curb" pink breast cancer awareness cans. We donate \$5 from each can to the American Breast Cancer Society.



#WE BACK THE BLUE



#WE BACK THE BLUE

Donations made from each can went to Family of the Fallen.

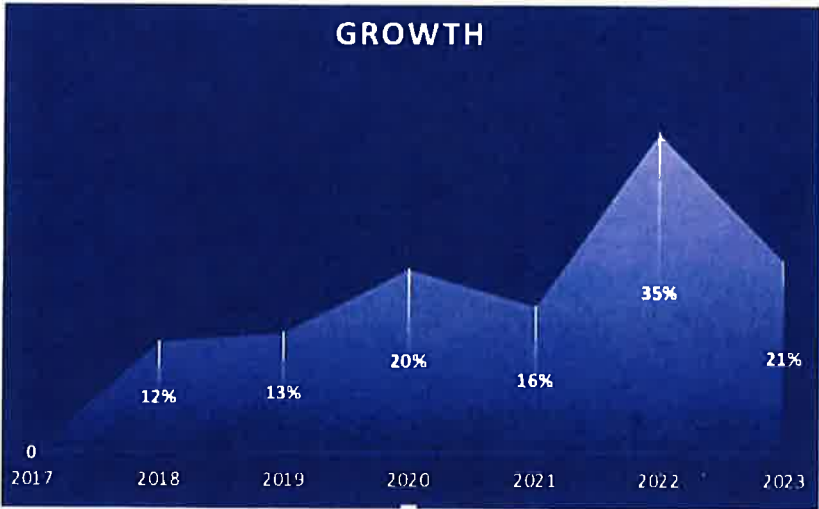
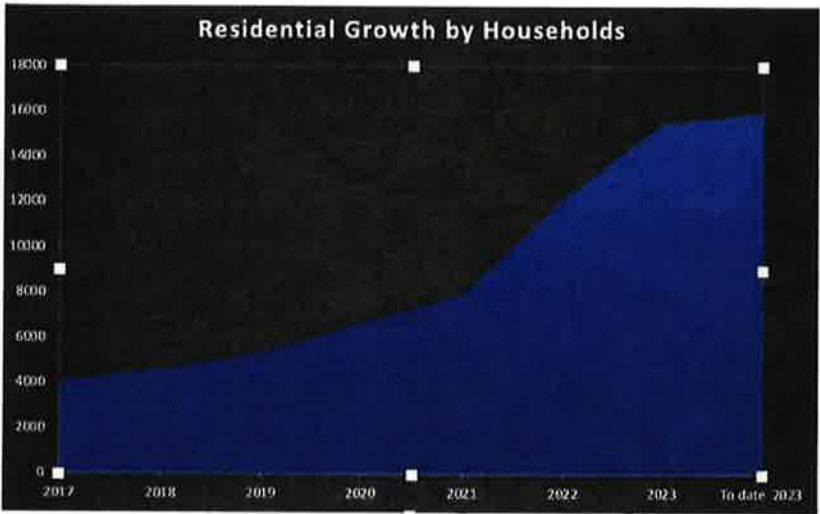


FLANDERS FIELDS

Annual donation based on roll off rental dumpsters.



GROWTH....



19.5% Y2Y Growth

LARGEST PRIVATE RESIDENTIAL REFUSE PROVIDER IN MOBILE COUNTY





INSURANCE

A-1 McDuffie Sanitation has the following insurance minimums. Insurance limits can be increased per the Cities request. Please find attached certificates of insurance for listed policies.

- General Liability - \$4,000,000.00
- Auto Liability - \$1,000,000.00
- WC - \$1,000,000.00
- Additional Umbrella Policy - \$3,000,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2023

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 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	
Portal Insurance		NAME: Kenneth Williamson	
951 Government St		PHONE (A/C, No, Ext): 251-418-4724	
Suite B		FAX (A/C, No): 251-264-3222	
Mobile AL 36604		E-MAIL ADDRESS: bradley@saralandinsurance.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
A-1 McDuffie Sanitation, LLC DBA Armor Environmental, LLC		INSURER A: Sheffield Fund	
210 S. Washington Ave.		INSURER B:	
Mobile AL 36602		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED ☐ RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐ N/A	600-2021-35146-00	1/1/2023	12/31/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)					E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile 205 Government St Mobile AL 36602	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>John K Williamson</i>
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ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/25/2023**PRODUCER**Stringfellow Agency LLC
2316 Knollwood Dr Ste A
Mobile, AL 36693**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.****INSURERS AFFORDING COVERAGE****NAIC #****INSURED**A-1 McDuffie Sanitation LLC
PO Box 1995
Semmes, AL 36575INSURER A: Nautilus Insurance Co.
INSURER B: Progressive Specialty Insurance Co.
INSURER C: Gray Surplus Lines Insurance Co.
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	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	☒	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	NN1440924	08/03/2023	08/03/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
B	☒	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	02002448	04/06/2023	04/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		☐ GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	☒	☒ EXCESS/UMBRELLA LIABILITY OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	GSL101252	04/06/2023	04/06/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Waste Management

CERTIFICATE HOLDERCity of Mobile
PO Box 1948
Mobile, AL 36633**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 Erica Stringfellow

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Company ID Number: 381201



Client Company ID Number: 1492978

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the A-1 MCDUFFIE SANITATION, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:



Company ID Number: 381201

Client Company ID Number: 1492978

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.



Company ID Number: 381201



Client Company ID Number: 1492978

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.

Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).



Company ID Number: 381201

Client Company ID Number: 1492978

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.



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18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.



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6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.



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16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- 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.



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Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.



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E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.



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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.



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3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.



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2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of



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DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to:

(1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. **A-1 MCDUFFIE SANITATION, LLC** (Employer) hereby designates and appoints **Employee Liability Management, Inc.** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer A-1 MCDUFFIE SANITATION, LLC	
Name (Please Type or Print) Devery Stallings	Title
Signature Electronically Signed	Date 01/20/2020
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Devery Stallings	Title
Signature Electronically Signed	Date 01/20/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/22/2020



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	A-1 MCDUFFIE SANITATION, LLC
Company Facility Address	8639 HOWELLS FERRY ROAD Semmes, AL 36575
Company Alternate Address	8639 HOWELLS FERRY ROAD Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	202542984
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL

1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kenneth Haven
Phone Number 2514700700
Fax
Email kenneth@a1mcduffiesanitation.com



Company ID Number: 381201

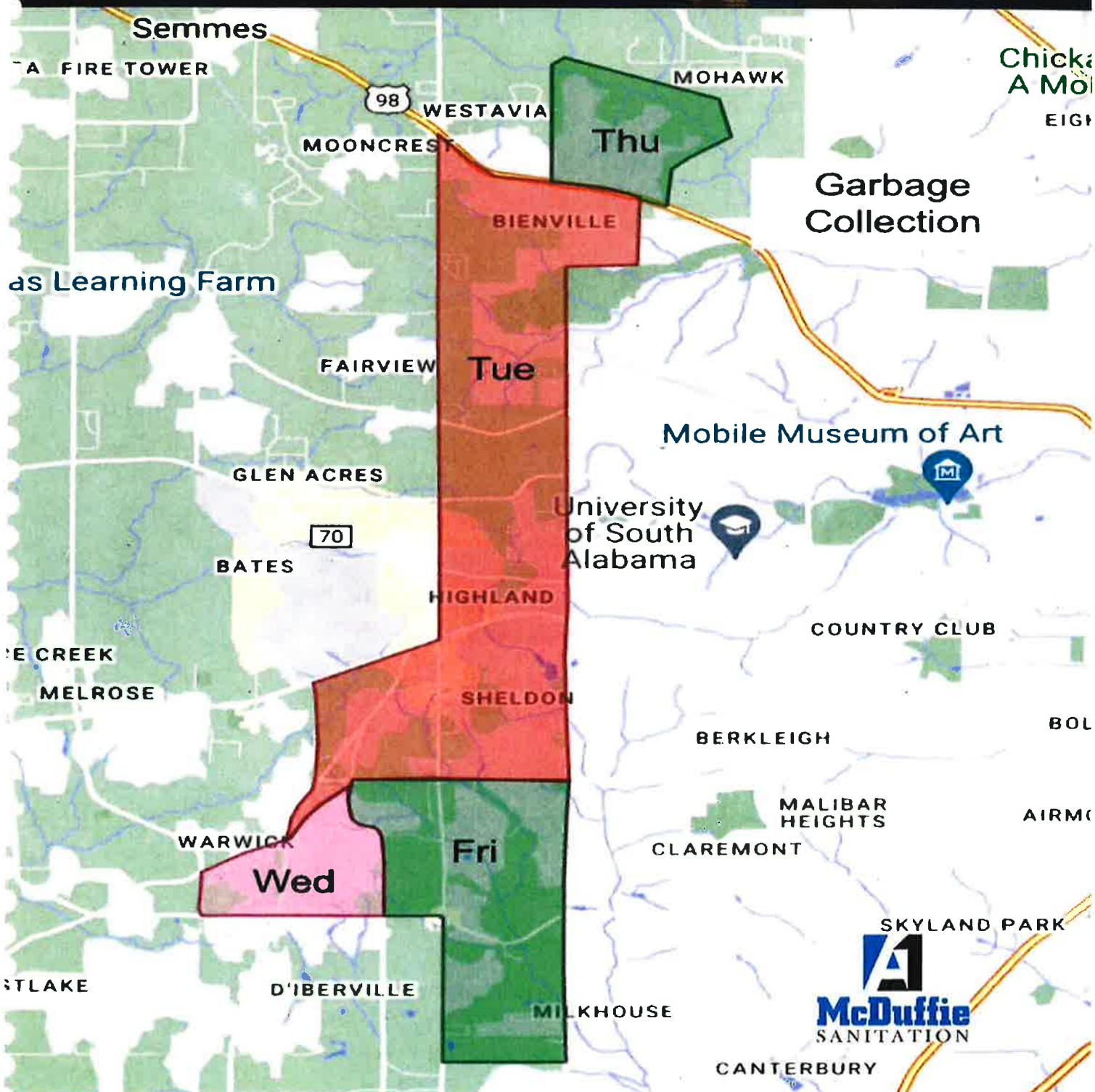


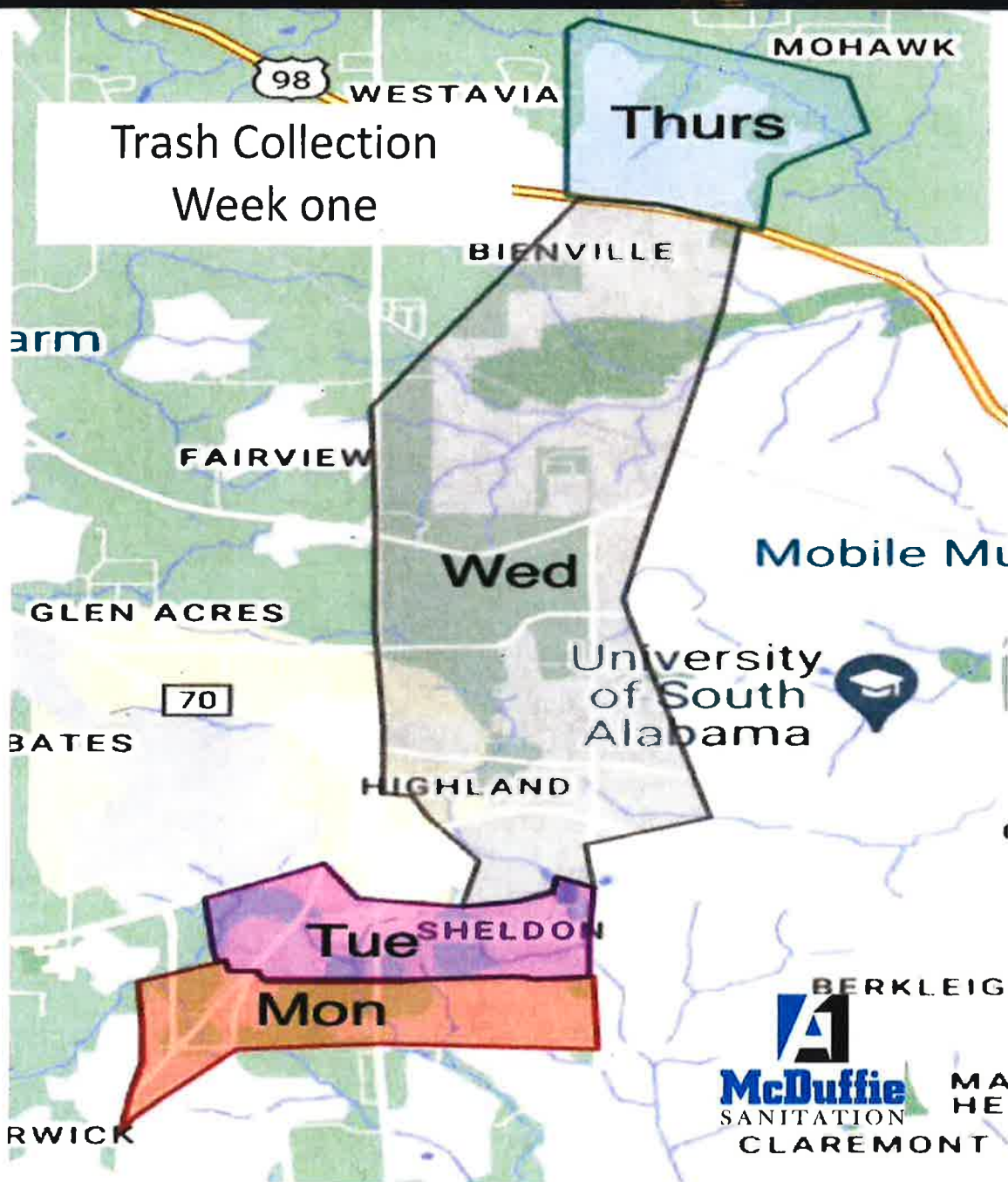
Client Company ID Number: 1492978

This list represents the first 20 Program Administrators listed for this company.

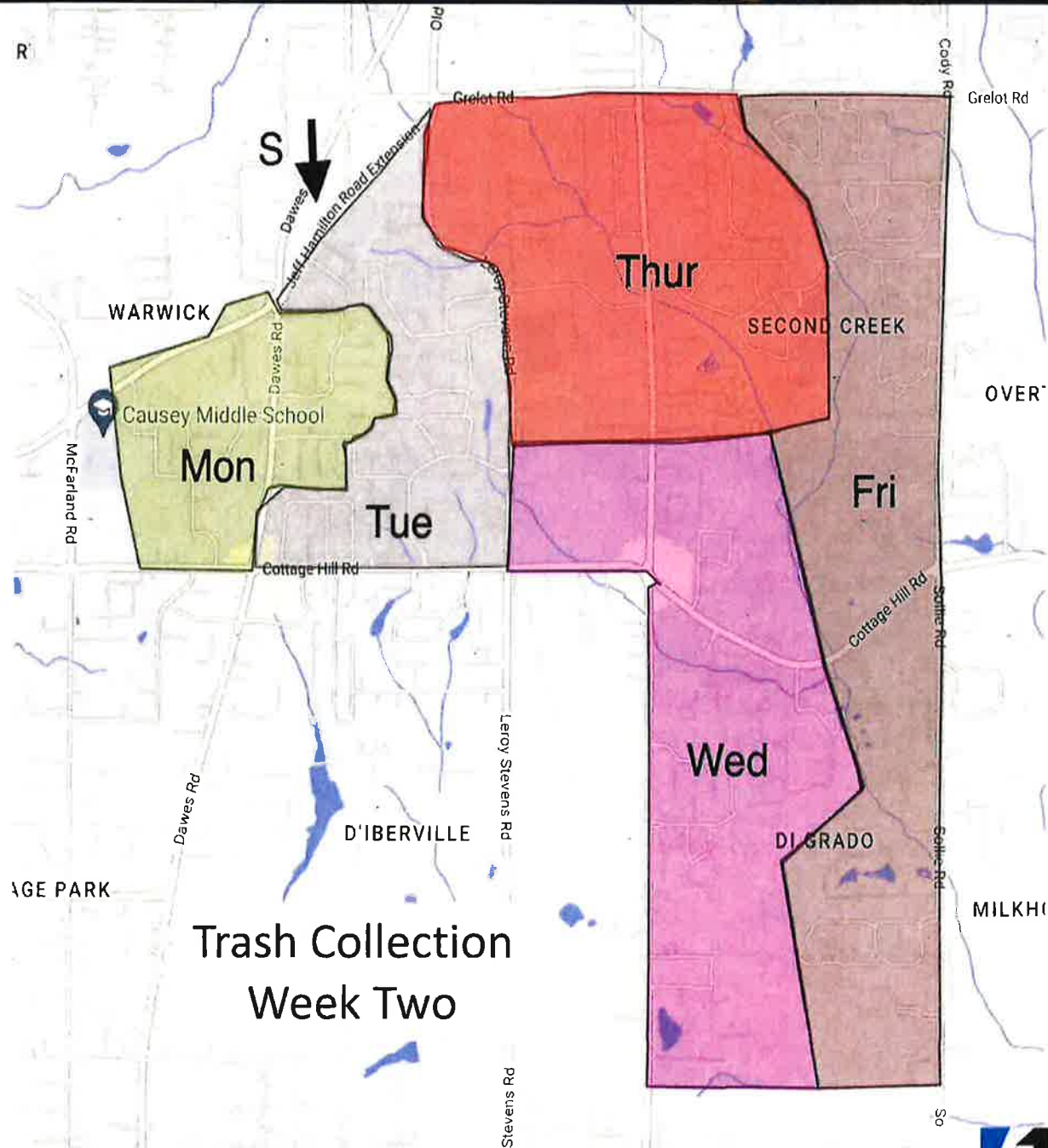
M MOBILE

ALABAMA





North of Grelot Rd Week One Trash Collection



South of Grelot Rd Week Two Trash Collection





UNIFORMS

All driver will be well dressed in uniforms, ready to represent the City of Mobile in a professional manner.





A-1 McDuffie Sanitation's Fleet

The following list is equipment that will be used to collect waste for the City of Mobile

YEAR	MAKE/MODEL	BODY	VIN
2022	INTERNATIONAL HV607	NEWWAY REARLOAD	1HTEJMMML0NH285308
2021	MACK LR	NEWWAY SIDEWINDER ASL	3BPDJ0X5MF111369
2020	CHEVROLET CT44003	CART DELIVERY (BOX)	JALCDW160L7K02418
2018	PETERBILT 520	NEWWAY ROTOPAC ASL	3BPDJ0X1JF191412
2015	AUTOCAR XPD	NEWWAY SIDEWINDER ASL	5VCACRVF8FH218245
2021	PETERBILT 520	NEWWAY SIDEWINDER ASL	3BPDJ0X1MF111370
2021	PETERBILT 520	NEWWAY SIDEWINDER ASL	3BPDJ0X5MF111369
2021	DENNIS EAGLE	NEWWAY ROTOPAC ASL	1D92EGGB1MG791062
2021	DENNIS EAGLE	NEWWAY ROTOPAC ASL	1D92EGGB5MG791064
2023	INTERNATIONAL MV607	NEWWAY REARLOAD	3HAEUTAN9PL515688
2020	FREIGHTLINER M2	NEWWAY SIDEWINDER ASL	1FVHCYD26LHLW8276
2021	FREIGHTLINER 114SD	ROLLOFF/DEBRIS	1FVHG3FM5MHMU5114
2021	FREIGHTLINER 114SD	ROLLOFF/DEBRIS	3ALH3FM0MDMU3177
2011	PETERBILT 365	ROLLOFF/DEBRIS	1NPSL70X4BD133323

Additional Equipment on order with Sansom Equipment that will be delivered 3rd Qtr of 2023





The City of Lucedale
5126 Main Street
Lucedale, Mississippi 39452
601.947.2080

July 25, 2023
The City of Mobile
205 Government St
Mobile, Alabama, 36602

To Whom It May Concern,

It is with much enthusiasm that I am writing to recommend the services of A1 Sanitation. Here at the City of Lucedale, we have been working with Kenneth Havens and his team at A1 Sanitation since January 2023. We and our city residents have been, and continue to be, completely satisfied with their services and performance. Since accepting their contract, the waste needs of our community have been organized, secure, and monitored by their onboard scanning systems. There has been no conjecture regarding trash pick-up and The City of Lucedale is very happy to have contracted A1 sanitation.

The City of Lucedale highly recommends and supports A1 Sanitation and thinks the company would be a notable success for The City of Mobile. If you have any further questions or would like to speak with us about our service, please feel free to contact us.

Sincerely,


City Clerk

5126 Main Street
Lucedale, MS 39452
Telephone (601) 947-2082



CITY OF CHICKASAW

224 N Craft Highway, Chickasaw, Alabama 36611 ~ (251) 452-6450

Post Office Box 11307, Chickasaw, Alabama 36671 ~ www.cityofchickasaw.org

August 8, 2023

Fellow citizens,

It gives me great pleasure to be writing this recommendation letter for A1 McDuffie Sanitation.

The City of Chickasaw transitioned to McDuffie Sanitations service in October of 2021. Previously, we were under contract with a well-known sanitation provider. Since switching to a locally owned and operated hauler, McDuffie has shown they can upkeep the performance standards of larger sanitation corporations, as well as offer an improved and more streamlined customer support process. This alone has changed the quality of service provided to our residents, and we are very pleased with such a positive change.

Kenneth and his team have been great to work with, they possess integrity, compassion, honesty, and responsibility. Here in the City of Chickasaw we are confident without reservation that A1 McDuffie Sanitation would be a great asset to the City of Mobile.

Please feel free to contact us should you have any questions.

Sincerely,

Barry Broadhead, Mayor



PUBLIC WORKS DEPARTMENT
2402 Rebel Road
Prichard, AL 36610
(251) 452-7841 Fax: (251) 452-3476
"The Look, The Feel, And The Act"
Jimmie Gardner
Mayor

TJ Pettway
Public Service Director
Fernando Billups
Asst. Public Works Superintendent
Reggie Rogers
Public Service Supervisor II
John Greggs
Public Service Supervisor I

August 8, 2023

To whom it concerns,

I am writing to highly recommend A1 McDuffie Sanitation for their exceptional work in the field of garbage and trash collection process. As Public Service Director in the City of Prichard, I have had the privilege of witnessing firsthand the significant contributions that A1 McDuffie Sanitation has made to our community.

A1 McDuffie Sanitation has demonstrated an unwavering commitment to maintaining cleanliness, improving sanitation standards, and reducing environmental impact through their efficient waste disposal practices. Their dedication to public and private partnerships has been instrumental in fostering strong collaborations that have greatly benefited our community.

One of the key strengths of A1 McDuffie Sanitation is their efficient garbage and trash collection process. They have implemented strategic planning, proper scheduling, and effective route optimization to ensure timely and reliable collection services. By utilizing modern waste management technologies and maintaining a well-trained team, A1 McDuffie Sanitation has consistently delivered an exceptional level of service.

Furthermore, A1 McDuffie Sanitation has been an invaluable partner in the collection process. They have provided exceptional support, whether it's through additional resources, equipment, or personnel, to ensure a smooth and effective garbage and trash collection system. Their dedication to optimizing the collection process has resulted in increased efficiency and improved overall service quality.

In conclusion, I wholeheartedly recommend A1 McDuffie Sanitation for any garbage and trash management initiatives. Their professionalism, dedication, and commitment to excellence make them an outstanding choice. Should you require any further information or have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "TJ Pettway", is written over a horizontal line.

TJ Pettway, Public Service Director
City of Prichard

To: The City of Mobile

July 26, 2023

From: Tommie Andrews
2362 Carolina Ct.
Mobile, AL 36695

Re: Reference letter for A1 McDuffie Sanitation

To whom it may concern,

As you consider a private company to contract for the trash and garbage pickup for the newest annexed homes, I wanted to offer my highest endorsement for A1 McDuffie Sanitation. My home, as well as most of the homes located in the Chapel Hill neighborhood are currently serviced by McDuffie. Currently, I pay \$40 a month for two trash cans to be picked up twice a week, and I could not be happier with the service that they provide.

I just moved from the City of Hoover to Mobile in September. I lived in Hoover for over twelve years, and was happy with the pickup service they provided. I was used to having those services provided by the city through my taxes and was not looking forward to having to look for and pay for this service when I got down here. However, I did my research and found that A1McDuffie was the most reliable, cost effective, and highly rated of all pickup services in my area of West Mobile.

I realize that I represent just one household of 6,500 in the newly annexed areas of Mobile. But I feel that everyone that is a customer of A1 McDuffie would agree that they do an exceptional job and are worth every penny. Feel free to contact me if you have any questions or would like for me to fill out a survey. You can reach me through email at tommie_andrews@yahoo.com or my cell phone at 251-709-0820. Thank you for your time.

Sincerely,

Tommie Andrews

Jeremy Baker
2388 Maple Dr
Mobile, AL 36695

Aug 3, 2023

To whom it may concern:

This is a recommendation for A1-McDuffie Sanitation to be awarded a contract with the City of Mobile for garbage and trash pickup.

I am a resident of the Cottage Hill corridor who voted "yes" on our annexation with the City of Mobile. Now that the annexation has successfully passed, I would like to recommend A1-McDuffie Sanitation as a potential contractor for garbage/trash pickup for the newly annexed areas. I have been a longtime customer of theirs and they are a reliable service provider that is always transparent about how they operate. It is my opinion that they would be able to adapt to any city requirements or standards required of them without issue.

Signed,

Jeremy Baker

RECOMMENDATION FOR MCDUFFIE SANITATION

I could not have been more pleased with McDuffie Sanitation since they became the garbage pick-up provider for our neighborhood. I have called their office several times and each time was provided the information I needed and in the most kind and helpful manner. I highly recommend them and think they would be an excellent partner for the City of Mobile.

Ramona Thompson
7704 Pembroke Circle
Mobile, AL 36695

To Whom It Concerns.

We have been with A1 McDuffie since they took over from our previous Sanitation Company. They have provided us outstanding trash service 2 times a week without any flaws. We always recommend this company to all the newcomers moving into our area and letting them know that this company would be very reliable in picking up their trash 2 times a week with no issues ever. We just couldn't be happier with the service they have provided us over the years, and our neighbors are also in agreeance in feeling the same about A1 McDuffie for their sanitation needs.

Best Regards,

Neim Shelton
Neim Shelton
1548 Gaylord Dr.
Mobile, AL 36695

Julie Baker
2388 Maple Dr.
Mobile, AL. 36695

July 31, 2023

To Whom It May Concern:

This is a recommendation letter for A1-McDuffie Sanitation to be awarded the City of Mobile contract for garbage/trash pick up.

I live in the Cottage Hill corridor and I gladly voted Yes for annexation this time. I must admit I was very concerned about them losing so many customers if the annexation passed. I am thrilled that you are contracting it out. You won't be sorry for choosing A1- McDuffie.

I have been a customer of A1-McDuffie for years. I highly recommend them. They are reliable, caring and have always put the customer first. Recently they have upgraded their trucks, added more trucks and bigger cans. They always answer the phone if I have a concern and have a solution. Not too mention they are local company, not some huge corporation, which I would much rather support.

I believe they will be an excellent fit for the newly annexed contract.

Sincerely,

Julie Baker

Rose, Donald

From: Kenneth Havens <kenneth@a1mcduffiesanitation.com>
Sent: Monday, August 14, 2023 10:06 AM
To: Rose, Donald
Cc: Purchasing
Subject: Re: City of Mobile Bid 5828 follow up questions

CAUTION: External Email

Good morning,

Please see the attached response to the questions you provided on Friday. Please do not hesitate to reach out if anything further is needed. We appreciate The City of Mobile's consideration.

1. Regarding garbage pickup, please clarify:

- a. The specific equipment you intend to dedicate for use for the city routes, and which equipment will be used for which routes for which neighborhoods on which days.

A-1 McDuffie Sanitation will dedicate the following equipment to the city of Mobile. (2) 2021 Peterbilt 520's with New Way Side Winders (2) 2021 Dennis Eagle with New Way Roto Pack. (This is the Same style equipment ran by the city of mobile.

In the bid package we included the maps showing which routes would be collected on each day. No trucks would be run on Monday per contract. On Tuesday we would run 3 trucks, each route would consist of 722 stops per route. We have already used our routing software to lay this information out to create the routes for the map.

On Wednesday we would run two trucks. (Please see Map included in bid for service area.)

On Thursday we would run 1 truck north of 98. (Please see map.)

On Friday we would run three 3 trucks. (Please see map)

The reason for this breakdown: We are currently servicing the cottage hill area on Tuesday and Fridays. We already have the personnel and trucks dedicated to this area for these days. We divided the garbage routes into 9 routes and for an average of 722 services per truck per route. One of the four trucks dedicated to the city of Mobile would be for a backup in the event of a break down or additional services were needed to be performed in a different area of the city. (Additional services requested by the city outside of the annexation area)

The trucks working for the City routes will only service city waste so this would not create any issue with keeping the waste separate.

- b. How many persons you will use to crew your trucks.

We will have one driver per truck for garbage and a driver and operator for the trash trucks. We will have three dedicated garbage truck drivers and a route supervisor.

What sort of tracking system you have available, if any, for your trucks.

All our trucks are equipped with Samsara Fleet. This is live GPS tracking with forward and rear facing dashcams. The City of Mobile would have access to see where our trucks are at all times. All footage from the routes is saved on a cloud-based system that makes it easy to retrieve videos.

2. Regarding trash pickup:

- a. Describe the specific pieces of equipment you will use for trash pickup and how you intend to schedule those specific pieces of equipment.

We have a 2023 Freightliner 108 SD with a brush hog knuckle boom loader. We also have a PO on an International with a Peterson knuckle boom loader that will be available in the next 2 weeks we intend to acquire as a backup pending the award of the bid.

The schedule we have created consists of (9) trash routes. Week 1 would have (4) routes and week 2 would have (5) routes. (Please see map). These trucks will be dedicated to city routes.

- b. Describe how you intend to crew your trash pickup equipment.

Each trash truck will consist of a driver and an operator.

3. Describe your Mobile County service location.

A-1 McDuffie Sanitation LLC. Home base of operation is located in Mobile County. Our address is 4102 Azalea Park Ct Semmes AL 36575. At this location we have a staffed office, a shop where our trucks are serviced and maintained, a fenced area where the trucks are parked, and a staging area for carts and extra equipment. A-1 McDuffie Sanitation LLC currently services 16,871 residential customers in Mobile County.



Kenneth Havens
President

☎ (251) 649-3819 | (251) 40

✉ kenneth@a1mcduffiesanitation.com

🔗 a1mcduffiesanitation.co

From: Rose, Donald <donald.rose@cityofmobile.org>
Date: Friday, August 11, 2023 at 5:52 PM
To: Kenneth Havens <kenneth@a1mcduffiesanitation.com>
Cc: Purchasing <purchasing@cityofmobile.org>
Subject: City of Mobile Bid 5828 follow up questions

Kenneth Havens
CEO
A-1 McDuffie Sanitation LLC

Mr. Havens – The City of Mobile appreciates your bid submission to provide residential garbage and trash services.

We have received your bid and request some additional information:

1. Regarding garbage pickup, please clarify:
 - a. The specific equipment you intend to dedicate for use for the City routes, and which equipment will be used for which routes for which neighborhoods on which days.
 - b. How many persons you will use to crew your trucks.
 - c. What sort of tracking system you have available, if any, for your trucks.
2. Regarding trash pickup:
 - a. Describe the specific pieces of equipment you will use for trash pickup and how you intend to schedule those specific pieces of equipment.
 - b. Describe how you intend to crew your trash pickup equipment.
3. Describe your Mobile County service location.

Thank you for your timely response.

Request your reply by 1600 on Monday, 14 August – please let us know if you have any trouble meeting that timeline since I recognize this is late on Friday.

Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
251-208-7436



EXHIBIT B

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2023

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 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 Portal Insurance 951 Government St Suite B Mobile AL 36604	CONTACT NAME: Kenneth Williamson PHONE (A/C, No, Ext): 251-418-4724 E-MAIL: bradley@saralandinsurance.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sheffield Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC #
INSURED A-1 Mcduffie Sanitation, LLC DBA Armor Environmental, LLC 210 S. Washington Ave. Mobile AL 36602	

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 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 ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					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 ☒ N N/A		600-2021-35146-00	1/1/2023	12/31/2023	☒ 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 205 Government St Mobile AL 36602	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>John K Williamson</i>
--	---

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ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/25/2023**PRODUCER**Stringfellow Agency LLC
2316 Knollwood Dr Ste A
Mobile, AL 36693

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.

INSUREDA-1 McDuffie Sanitation LLC
PO Box 1995
Semmes, AL 36575**INSURERS AFFORDING COVERAGE****NAIC #**INSURER A: Nautilus Insurance Co.
INSURER B: Progressive Specialty Insurance Co.
INSURER C: Gray Surplus Lines Insurance Co.
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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	☒	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	NN1440924	08/03/2023	08/03/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
B	☒	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	02002448	04/06/2023	04/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	☒	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	GSL101252	04/06/2023	04/06/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Waste Management

CERTIFICATE HOLDERCity of Mobile
PO Box 1948
Mobile, AL 36633**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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 Erica Stringfellow

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 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 Arcadis U.S. Inc for traffic vehicle detection cameras, sensors, and supporting network hardware for ALDOT Dauphin St. (Sage Ave to Rimes Rd) intersection improvements for Traffic Engineering.

Amount of Contract:

\$493,164.21

Funding Source

MPO, ALDOT, FHWA Grant

ATTACHMENTS:

1. 20250618 Arcadis Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 June 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 Arcadis U.S. Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Arcadis U.S. Inc for traffic vehicle detection cameras,
sensors, and supporting network hardware for ALDOT Dauphin St. (Sage Ave to Rimes Rd)
intersection improvements for Traffic Engineering. ALDOT FHWA grant.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$493,164.21

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 compliant with 2 CFR 200.318(e)

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>22800</u>	2025	(2060) TRAFFIC ENGINEERING	TRAFFIC VEHICLE DETECTION CAMERAS, SENSORS AND SUPPORTING NETWORK HARDWARE FOR ALDOT DAUPHIN ST (SAGE AVE TO RIMES RD) INTERSECTION IMPROVEMENTS FOR TRAFFIC ENGINEERING (AL STATE CONTRACT, COMPLIANT WITH 2 CFR 200.318(E))	\$493,164.21	<u>(297773)</u> <u>ARCADIS U.S. INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021800-00 FY 2025 Acct No: 5001.40.00.0000.0000.0000.0000.48020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297773				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

AS PER ALABAMA STATE CONTRACT MA999 220000000043 EXPIRES 1-9-2026 AND YOUR QUOTE ALDOT ITS COM 25011			
001	NETWORK DEVICE(MAJOR MATERIALS)(COST PLUS) CONTRACT LINE 19 (8) SWITCHES-ETHERWAN MODEL EX73900X SERIES 10G (1) SWITCH-ETHERWAN MODEL EX73900X SERIES 20G (36) FS-SFP1G-LX-31 Vendor Item	1.00 EACH	22383.00000 22383.00
1	5001.40.00.0000.0000.0000.0000.48020. E G-STPM7533.EQUIPMENT .		22383.00

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

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021800-00 FY 2025 Acct No: 5001.40.00.0000.0000.0000.0000.48020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	CCTV CAMERA (MAJOR MATERIALS)(COST PLUS) CONTRACT LINE 32 (4) VIPER PTZ CAMERA,H.265, POE,BOTTOM EGRESS RJ45 W/COUPLER (4) WTI-POE INJECTOR (4) SIDEWINDER WALL MOUNT W/VERTICAL POLE ADAPTER Vendor Item	1.00 EACH	23200.00000	23200.00

1	5001.40.00.0000.0000.0000.0000.48020. E G-STPM7533.EQUIPMENT .			23200.00
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Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

003	VEHICLE DETECTION SYSTEM(MAJOR MATERIALS)(COST PLUS) CONTRACT LINE 37 (7) ITERIS NEXT VIDEO DETECTION SYSTEM (4 SENSORS) (2) ITERIS NEXT VIDEO DETECTION SYSTEM (3 SENSORS)	1.00 EACH	267320.00000	267320.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021800-00 FY 2025 Acct No: 5001.40.00.0000.0000.0000.0000.48020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297773				TRAFFIC ENGINEERING

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	5001.40.00.0000.0000.0000.0000.48020. E G-STPM7533.EQUIPMENT .			267320.00
Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
004	ITS &HUB CABINET(MAJOR MATERIAL)(COST PLUS) CONTRACT LINE 128 (9) COMPLETE TS2 TYPE 1 NEMA CABINET W/ ALL PARTS AND CONTROLLER Vendor Item	1.00 EACH	179775.00000	179775.00
1	5001.40.00.0000.0000.0000.0000.48020. E G-STPM7533.EQUIPMENT .			179775.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021800-00 FY 2025 Acct No: 5001.40.00.0000.0000.0000.0000.48020. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	TECHNICAL SERVICES, PROJECT MANAGER (5 YRS EXPERIENCE) CONTRACT LINE 261 Vendor Item	1.00 EACH	486.21000	486.21
1	5001.40.00.0000.0000.0000.0000.48020. E G-STPM7533.EQUIPMENT .			486.21
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021800-00 FY 2025 Acct No: 5001.40.00.0000.0000.0000.0000.48020. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297773				TRAFFIC ENGINEERING

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

Requisition Link

Requisition Total 493164.21

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

Account	Amount	Remaining Budget
E G-STPM7533.EQUIPMENT .	493164.21	131835.79

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

Account	Amount	Remaining Budget
5001.40.00.0000.0000.0000.0000.48020.	493164.21	
FTA/FHWA THRU ALDOT GRANTS EXP ENGINEERING FEES		

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

Activity	Date	Clerk	Comment
Approved	06/04/25	DONNA BRYARS	Auto approved by: 910521369
Approved	06/04/25	TRAVIS MARSHALL	Auto approved by: 910521369
Approved	06/04/25	NEJIBA SOUALHIA	Auto approved by: 910521369
Approved	06/04/25	SHAUNAGYE SIMMS	Auto approved by: 910521369
Approved	06/04/25	SELENA SMITH	
Approved	06/11/25	DONNA BRYARS	Auto approved by: 910521369
Approved	06/11/25	TRAVIS MARSHALL	Auto approved by: 910521369
Approved	06/11/25	NEJIBA SOUALHIA	Auto approved by: 910521369
Approved	06/11/25	SHAUNAGYE SIMMS	Auto approved by: 910521369
Approved	06/11/25	SELENA SMITH	
Approved	06/18/25	DONNA BRYARS	Auto approved by: 910521369
Approved	06/18/25	TRAVIS MARSHALL	Auto approved by: 910521369
Approved	06/18/25	NEJIBA SOUALHIA	Auto approved by: 910521369

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021800-00 FY 2025 Acct No: 5001.40.00.0000.0000.0000.0000.48020. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/18/25 SHAUNAGYE SIMMS		Auto approved by:	910521369
Approved	06/18/25 SELENA SMITH			
Forward	06/06/25 CLAUDE BUERGER IV		Automatic Forward to	910520668
Unknown	06/07/25 SANDRA LEWIS			
Rejected	06/07/25 SANDRA LEWIS		QUOTE EXPIRED IN APRIL NEED A	
Rejected	06/11/25 SANDRA LEWIS		this is federal grant need spe	
Queued	06/18/25 DONALD ROSE		this is federal grant need spe	
Queued	06/18/25 SANDRA LEWIS		this is federal grant need spe	
Queued	06/18/25 STEVEN KRONINGER		this is federal grant need spe	
Queued	06/18/25 JOHNNIE HARRUB		this is federal grant need spe	
Queued	06/18/25 SAMANTHA COOLEY		this is federal grant need spe	
Queued	06/18/25 ANNE FOLEY		this is federal grant need spe	
Queued	06/18/25 JOHN PAINE		this is federal grant need spe	

Authorized By: _____ Date: _____
 Signature

Contract Header

Contract

Statewide Intelligent Transportation System Amendment #1

Supplier

Arcadis Us, Inc

Linked Solicitation

NA

Type

Master Agreement

Contract Code

220000000043-999-1

Sourcing Number

NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	334-242-4610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

6 Record(s)

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

2/14/2022

End Date

1/9/2026

Documents

Items

Item Name	Product Code	UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00 USD

- [Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF](#)
- [Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF](#)
- [Statewide Intelligent Transportation System Maintenance terms and conditions.xml](#)

Item Name	Product Code		UOM
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.55	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.60	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.67	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.72	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.83	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.95	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	3.06	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.16	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.68	Linear Foot
Fiber Optic Cable, Adder For 1,500 Lf Or Less	220000000043-999-1-11	2.32	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	220000000043-999-1-12	2.32	Linear Foot

Item Name	Product Code	UOM	
Fiber Distribution Unit, (Major Materials)	2200000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack Mount, Primary	2200000000043-999-1-14	983.98	Each
Fiber Distribution Unit, 144F Rack Mount, Primary	2200000000043-999-1-15	1,533.85	Each
Fiber Distribution Unit, 6F Shelf Mount, Secondary	2200000000043-999-1-16	300.98	Each
Fiber Distribution Unit, 12F Shelf Mount, Secondary	2200000000043-999-1-17	428.32	Each
Fiber Distribution Unit, Re-Entry	2200000000043-999-1-18	231.53	Each
Network Device, (Major Materials)	2200000000043-999-1-19	0.00	USD
Network Device, Type A (CMES)	2200000000043-999-1-20	370.44	Each
Network Device, Type B (AMES)	2200000000043-999-1-21	347.29	Each
Network Device, Type C (FMES)	2200000000043-999-1-22	312.56	Each
Network Device, Endpoint Radio	2200000000043-999-1-23	2,662.54	Each
Network Device, Backhaul Radio	2200000000043-999-1-24	2,894.06	Each
Network Device, Cellular Modem	2200000000043-999-1-25	289.41	Each
Network Device,	2200000000043-999-1-26	2,315.25	Each

Item Name	Product Code	UOM	
Existing Radio Realignment			
Network Device, Existing Radio Component Replacement	2200000000043- 999-1-27	312.56	Each
Network Device, Existing Network Device Configuration	2200000000043- 999-1-28	312.56	Each
Network Device, Existing Network Device Preventative	2200000000043- 999-1-29	57.88	Each
Network Device, Existing Backhaul Radio Preventative	2200000000043- 999-1-30	57.88	Each
Network Device, Existing Endpoint Radio Preventative	2200000000043- 999-1-31	57.88	Each
CCTV, Camera (Major Materials)	2200000000043- 999-1-32	0.00	USD
CCTV, Camera Mount, 40 FT Mounting Height or Less	2200000000043- 999-1-33	1,389.15	Each
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height	2200000000043- 999-1-34	2,083.73	Each
CCTV, Camera Mount, 66 FT Mounting Height or Greater	2200000000043- 999-1-35	2,778.30	Each
CCTV, Camera Preventative Maintenance	2200000000043- 999-1-36	347.29	Each
Vehicle Detection System, (Major Materials)	2200000000043- 999-1-37	0.00	USD

Item Name	Product Code	UOM	
Vehicle Detection System, Radar or Bluetooth	2200000000043-999-1-38	868.22	Each
Vehicle Detection System, Magnetometer or In-Pavement Device	2200000000043-999-1-39	347.29	Each
Vehicle Detection System, V to X	2200000000043-999-1-40	868.22	Each
Vehicle Detection System, Component Replacement	2200000000043-999-1-41	312.56	Each
Vehicle Detection System, Preventative Maintenance	2200000000043-999-1-42	347.29	Each
Dynamic Message Sign, (Major Materials)	2200000000043-999-1-43	0.00	USD
Dynamic Message Sign, Walk-In	2200000000043-999-1-44	4,572.62	Each
Dynamic Message Sign, Front Access (Type A)	2200000000043-999-1-45	3,310.81	Each
Dynamic Message Sign, Front Access (Type B)	2200000000043-999-1-46	3,310.81	Each
Dynamic Message Sign, Dedicated, VSL, Multipost Sign	2200000000043-999-1-47	2,662.54	Each
Dynamic Message Sign, Component Replacement	2200000000043-999-1-48	520.93	Each
Dynamic Message Sign, Preventative Maintenance	2200000000043-999-1-49	868.22	Each
Environmental Sensor, (Major	2200000000043-999-1-50	0.00	USD

Item Name	Product Code	UOM	
Materials)			
Environmental Sensor, Complete Install	2200000000043- 999-1-51	1,910.08	Each
Enviromental Sensor, Component Replacement	2200000000043- 999-1-52	926.10	Each
Enviromental Sensor, Preventative Maintenance	2200000000043- 999-1-53	405.17	Each
Highway Advisory Radio, (Major Materials)	2200000000043- 999-1-54	0.00	USD
Highway Advisory Radio, Complete Install	2200000000043- 999-1-55	1,910.08	Each
Highway Advisory Radio, Component Replacement	2200000000043- 999-1-56	926.10	Each
Highway Advisory Radio, Preventative Maintenance	2200000000043- 999-1-57	405.17	Each
Conduit Non- Metallic Exposed, (Major Materials)	2200000000043- 999-1-58	0.00	USD
Conduit Non- Metallic Exposed, 1 Inch	2200000000043- 999-1-59	10.65	Linear Foot
Conduit Non- Metallic Exposed, 1- 1/4 Inch	2200000000043- 999-1-60	10.94	Linear Foot
Conduit Non- Metallic Exposed, 1- 1/2 Inch	2200000000043- 999-1-61	11.23	Linear Foot
Conduit Non- Metallic Exposed, 2 Inch	2200000000043- 999-1-62	11.34	Linear Foot

Item Name	Product Code		UOM
Conduit Non-Metallic Exposed, 3 Inch	220000000043- 999-1-63	11.52	Linear Foot
Conduit Non-Metallic Exposed, 4 Inch	220000000043- 999-1-64	11.69	Linear Foot
Conduit Non-Metallic Exposed, 6 Inch	220000000043- 999-1-65	12.27	Linear Foot
Conduit Non-Metallic Exposed, Adder for 500 LF or Less	220000000043- 999-1-66	3.47	Linear Foot
Conduit Non-Metallic Exposed, Adder for a bridge	220000000043- 999-1-67	23.15	Linear Foot
Conduit Rigid Metallic Galvanized, (Major Materials)	220000000043- 999-1-68	0.00	USD
Conduit Rigid Metallic Galvanized, 1 Inch	220000000043- 999-1-69	12.16	Linear Foot
Conduit Rigid Metallic Galvanized, 1- 1/4 Inch	220000000043- 999-1-70	13.31	Linear Foot
Conduit Rigid Metallic Galvanized, 1- 1/2 Inch	220000000043- 999-1-71	13.89	Linear Foot
Conduit Rigid Metallic Galvanized, 2 Inch	220000000043- 999-1-72	15.05	Linear Foot
Conduit Rigid Metallic Galvanized, 3 Inch	220000000043- 999-1-73	16.21	Linear Foot
Conduit Rigid Metallic Galvanized, 4 Inch	220000000043- 999-1-74	17.94	Linear Foot
Conduit Rigid Metallic	220000000043- 999-1-75	20.84	Linear Foot

Item Name	Product Code	UOM	
Galvanized, 6 Inch			
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder	220000000043- 999-1-76	3.47	Linear Foot
Conduit Rigid Metallic Galvanized, Bridge Installation Adder	220000000043- 999-1-77	23.15	Linear Foot
Conduit Reinforced Thermosetting Resin, (Major Materials)	220000000043- 999-1-78	0.00	USD
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet	220000000043- 999-1-79	13.89	Linear Foot
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet	220000000043- 999-1-80	15.05	Linear Foot
Conduit reinforced thermosetting resin 4 inch w/bullet resis	220000000043- 999-1-81	16.79	Linear Foot
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD	220000000043- 999-1-82	26.63	Linear Foot
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD	220000000043- 999-1-83	28.36	Linear Foot
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder	220000000043- 999-1-84	5.79	Linear Foot
Conduit Reinforced Thermosetting Resin, Bridge Installation	220000000043- 999-1-85	23.15	Linear Foot
Underground, Non-Metallic,	220000000043- 999-1-86	0.00	USD

Item Name	Product Code		UOM
(Major Materials)			
Underground, Directional Bore Minimal 3 INCH Diameter Hole	220000000043-999-1-87	8.10	Linear Foot
Underground, Directional Bore Minimal 5 INCH Diameter Hole	220000000043-999-1-88	19.68	Linear Foot
Underground, Directional Bore Minimal 8 INCH Diameter Hole	220000000043-999-1-89	30.10	Linear Foot
Underground, Directional Bore Minimal 10 INCH Diameter Hole	220000000043-999-1-90	37.04	Linear Foot
Underground directional bore Minimum 12" diameter hole	220000000043-999-1-91	39.36	Linear Foot
Underground, Directional Bore Minimal 18 INCH Diameter Hole	220000000043-999-1-92	43.99	Linear Foot
Underground, Bore Footage Adder for 3,200 LF or Less - Only	220000000043-999-1-93	2.32	Linear Foot
Underground, Bore Footage Adder for a non-interstate install	220000000043-999-1-94	2.32	Linear Foot
Underground, Bore Railhead Adder	220000000043-999-1-95	5.79	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-96	52.09	Linear Foot
Underground, Bore Railhead Adder	220000000043-999-1-97	5.79	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-98	57.88	Linear Foot

Item Name	Product Code	UOM	
Underground, Bore Railhead Adder	220000000043- 999-1-99	5.79	Linear Foot
Underground, Bore Rock hammer Adder	220000000043- 999-1-100	63.67	Linear Foot
1 2 >			



**ALABAMA
DEPARTMENT OF TRANSPORTATION**

**SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624**



Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

December 17, 2024

Mr. Nick Amberger, P.E. Director of Engineering and Infrastructure
City of Mobile
205 Government Street
Mobile, AL 36644-1600

ATTN: Ms. Jennifer White, P.E.

Dear Ms. White:

RE: **Project No. STPMB-7533(602)**
CPMS# 100079159
Dauphin Street Improvements from Rimes Rd to Sage Avenue (Purchasing signal equipment)
Mobile County

This is to advise you that the above referenced project has been authorized and you may proceed with the purchasing of the necessary signal equipment. Attached is the executed agreement for your files.

Please contact this office if you need additional information.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By:

Stephanie A. Dragotta
Stephanie A. Dragotta, P.E.
Local Transportation Engineer – Mobile Area

TWG/

c. Mr. Brad Lindsey, P.E.
File

**SPECIAL PROJECT
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. STPMB-7533(602)
CPMS Ref# 100079159**

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 Intersection Improvements – Congestion Management Process - Dauphin St. improvements from Sage Ave. to Rimes Rd. (Purchasing Equipment); Project# STPMB-7533(602); CPMS Ref# 100079159.

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 \$500,000.00 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. 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:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Mobile Area Dedicated)	\$ 500,000.00
City Funds	\$ 125,000.00

TOTAL (Incl CE&I)	\$ 625,000.00

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.

PART THREE (3): PROJECT SERVICES

- A. The CITY will purchase equipment related to the Intersection Improvements – Congestion Management Process with CITY forces or with a consultant approved by the STATE. The Intersection Improvements – Congestion Management Process, known as a Special Project, will be an eligible cost to the project.

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. For projects with approval by the STATE to use CITY Forces and State Contracts, 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 scope and estimate.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), 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. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), 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.

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.

ATTEST:

City of Mobile, Alabama

By:  City Clerk (Signature)
By:  As Mayor (Signature)
Lisa C. Lambert Type Name of Clerk
William S. Stimpson Name of Mayor
(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 14th DAY OF November, 2024.


KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER 01-854

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:

Intersection Improvements – Congestion Management Process - Dauphin St. improvements from Sage Ave. to Rimes Rd. (Purchasing Equipment); Project# STPMB-7533(602); CPMS Ref# 100079159.

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 10 day of September, 2024, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

Lisa C. Lambert
City Clerk

W. J. Hampton
Mayor

10 day of September, 2024, 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 10 day of September, 2024.

Lisa C. Lambert
City Clerk



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

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- 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.



Kay Ivey
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624



John R. Cooper
TRANSPORTATION DIRECTOR

September 30, 2024

Mr. Brad Lindsey, P.E.
Local Transportation Bureau Chief
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

ATTN: Mr. Jason Phelps

Gentlemen:

RE: **Project No. STPMB-7533(601)²**
Intersection Improvements – Congestion Management Process – Dauphin Street
Improvements from Sage Avenue to Rimes Road (Purchasing Equipment)
City of Mobile
Reference Number: 100079159

Please find enclosed the signed Special Project funding agreement between the State and the City of Mobile for the above-referenced project. This agreement has been executed by the City of Mobile, and is being forwarded to you for further handling.

Should you have any questions or need additional information regarding this matter, please contact Mrs. Stephanie Dragotta at (251) 450-2630.

Sincerely,

MATTHEW J. ERICKSEN, P.E., REGION ENGINEER

By: Stephanie Dragotta
Stephanie Dragotta, P.E.
Local Transportation Engineer-Mobile

MJE/SD/crj

Enclosure

c: Nick Amberger, P.E. (Email Only)
File w/ enclosure



01-854

2024

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmembers Penn, Daves, and Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Intersection improvements-congestion management process-Dauphin Street from Sage Avenue to Springhill Hospital; Project # STPMB-7533(602); CPMS # 100079159;

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 City 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 10th day of September, 2024, 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 10th day of September, 2024.

Adopted: SEP 10 2024.

Lana Papenbach
ASSISTANT City Clerk

**ALABAMA DEPARTMENT OF TRANSPORTATION
LOCAL TRANSPORTATION BUREAU
ROUTING SLIP**

Telephone: 334-242-6208

Fax: 334-353-6550

DATE: October 7, 2024

TO: Edward N. Austin, P.E.
Chief Engineer

FROM: Bradley B. Lindsey, P.E. 
State Local Transportation Engineer

RE: **Special Agreement**



ACTION TO BE TAKEN:

☐ Execute and Return
☐ Signature/Approval

☐ Approval & Forward for Director's Signature
☐ Approval & Forward for Chief Engineer's Signature

REMARKS:

Special Agreement: STPMN-7533(602) SP-100079159

Cooperate in the Intersection Improvements – Congestion Management Process –
Dauphin St. improvements from Sage Ave. to Rimes Rd. (purchasing Equipment) in the
City of Mobile.

*** Please sign & return to Local Transportation (Attn: Devin Kennedy)**

*** After the Governor's signature, please return to Local Transportation (Attn: Devin Kennedy)
for Distribution.**

ALDOT CONSTRUCTION CONTRACT
REVIEW CHECKLIST

RD-01 (11-1)

FEDERAL AID CONSTRUCTION AGREEMENTS

- ☒ Agreement work description consistent with transmittal sheet sent to Chief Engineer
- ☒ Local governmental entity agrees to adjust utilities without cost to State
- ☐ Local governmental entity agrees to adjust utilities with cost to State
- ☒ No Federal Aid funds used for preliminary engineering
- ☐ Federal Aid Funds may be used for construction engineering
- ☒ Local governmental entity to comply with State construction specifications
- ☒ Project oversight provided by State
- ☒ Project eligible for Federal funding will be funded with no more than 80% federal funds
- ☒ Unless within the State Highway Maintenance System, local governmental entity assumes responsibility for maintenance
- ☒ Agreement does not constitute a debt of the State as prohibited under Article X, Section 13 of Alabama Constitution
- ☒ Local governmental entity will indemnify and hold harmless the State, ALDOT and its officers, officials, agents, servants and employees
- ☒ Local government entity is not agent of State

CONSTRUCTION CONTRACTS TO BE COMPLETED BY LEGAL

- _____ Amount in Director's Transmittal letter same as amount bid
- _____ Bid amount is same as amount in contractor proposal
- _____ Performance bond signed and dated after contract award and before work commencement
- _____ Performance bond work description consistent with contract work description
- _____ Funds designated to contract amount equal bid amount



LOCAL TRANSPORTATION
REVIEWED

10-9-24
Date



Attorney

10/11/24
Date



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 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 Atlas North America, for one Marine Sonic Ark Explorer Mk II side scan sonar and one Sea Gear side scan sonar winch for MPD.

Amount of Contract:

\$75,810.74

Funding Source

2024 Federal DHS Port Security Grant Program

ATTACHMENTS:

1. 20250618 Atlas Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 1 July 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 Atlas North America

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Atlas North America, for one Marine Sonic Ark Explorer Mk II side scan sonar and one Sea Gear side scan sonar winch for MPD.
2024 Federal DHS Port Security Grant Program

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$75,810.74

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 5953 recvd no bidders; quoted in accordance with 41-16-50(b)(4)

How many bidders received bid packages (if applicable): 2 + web

How many bidders submitted bids (if applicable): 0

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

Low bidder for winch could not meet E-Verify requirements .

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>26154</u>	2025	(2590) GRANT MANAGEMENT	MARINE SONIC ARC EXPLORER MKII SIDE SCAN SONAR WITH WINCH FOR MPD (PRICE QUOTE IAW AL CODE 41-16-50(B)(4))	\$75,810.74	<u>(299832) ATLAS NORTH AMERICA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026154-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor
 ATLAS NORTH AMERICA
 120 NEWSOME DRIVE, SUITE H

 YORKTOWN, VA 23692

 Tel#7574630670

Ship To
 POLICE TRAFFIC
 850 VIRGINIA STREET
 DELIVERIES: 8:30AM - 2:30PM
 MOBILE, AL 36604
 PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
 MARTHA BARTON/KELSI TIPPERY

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	299832				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MY BID 5953 AND YOUR BID RESPONSE MARINE SONIC ARC EXPLORER MKII	1.00 EACH	59444.54000	59444.54
-----	--	--------------	-------------	----------

1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT24.INVJUST2 .EXPLORERMK.			54417.91
2	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT24.INVJUST2 .EXPLORERFR.			5026.63

Ship To
 POLICE TRAFFIC
 850 VIRGINIA STREET
 DELIVERIES: 8:30AM - 2:30PM
 MOBILE, AL 36604
 Delivery Reference
 MARTHA BARTON/KELSI TIPPERY

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

002	SEAGEAR SIDESCAN WINCH 200HD	1.00 EACH	16366.20000	16366.20
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026154-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor
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 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	299832				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT24.INVJUST2 .HD WINCH .			12830.09
2	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT24.INVJUST2 .EXPLORERFR.			3536.11

Ship To
 POLICE TRAFFIC
 850 VIRGINIA STREET
 DELIVERIES: 8:30AM - 2:30PM
 MOBILE, AL 36604
 Delivery Reference
 MARTHA BARTON/KELSI TIPPERY

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Requisition Link

Requisition Total 75810.74

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

Account	Amount	Remaining Budget
E G-PDPORT24.INVJUST2 .EXPLORERFR.	8562.74	-7372.55
E G-PDPORT24.INVJUST2 .EXPLORERMK.	54417.91	-7372.55
E G-PDPORT24.INVJUST2 .HD WINCH .	12830.09	-7372.55

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

Account	Amount	Remaining Budget
---------	--------	------------------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026154-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Released
--	--

Page 3

Vendor
 ATLAS NORTH AMERICA
 120 NEWSOME DRIVE, SUITE H

YORKTOWN, VA 23692

Tel#7574630670

Ship To
 POLICE TRAFFIC
 850 VIRGINIA STREET
 DELIVERIES: 8:30AM - 2:30PM
 MOBILE, AL 36604
 PAYNEM@CITYOFMOBILE.ORG

Delivery Reference
 MARTHA BARTON/KELSI TIPPERY

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	299832				GRANT MANAGEMENT

Account 5309.30.15.0000.0000.1530.0000.0000.47010. PORT SECURITY GRANT EXP	Amount Remaining Budget 75810.74 EQUIPMENT (GREATER \$5000) 263934.00
--	---

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

Activity	Date	Clerk	Comment
Queued	06/18/25	DREANETTA BARNES	Auto approved by: 910511034
Queued	06/18/25	TRAVIS MARSHALL	Auto approved by: 910511034
Queued	06/18/25	SHAUNAGYE SIMMS	Auto approved by: 910511034
Queued	06/18/25	SELENA SMITH	Auto approved by: 910511034
Pending		DONALD ROSE	Auto approved by: 910511034
Pending		SANDRA LEWIS	Auto approved by: 910511034
Pending		STEVEN KRONINGER	Auto approved by: 910511034
Pending		JOHNNIE HARRUB	Auto approved by: 910511034
Pending		SAMANTHA COOLEY	Auto approved by: 910511034
Pending		ANNE FOLEY	Auto approved by: 910511034
Pending		JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
 Signature

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: 005

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

DATE 05/30/2025	BID NO. 5953	DEPARTMENT Police	Commodities to be delivered F.O.B. Mobile to: AS SPECIFIED
--------------------	-----------------	----------------------	---

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, June 12, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	ARC EXPLORER MK II					
	The City of Mobile invites sealed bids for the purchase of one (1) ARC EXPLORER MK II and one (1) SEA GEAR SIDESCAN WINCH meeting the specifications detailed below.					
QTY 1	ARC Explorer Mk II that shall meet ALL attached specifications: Make _____ Model _____					
QTY 1	Sea Gear Sidescan Winch that shall meet ALL attached specifications: Make _____ Model _____					
	Pricing to remain firm for six (6) months following the award of this bid.					
	At the option of the City of Mobile, and the successful vendor, the award of this bid may be extended for an additional five (5) six (6) month periods.					
	THIS BID WILL BE AWARDED ON AN ITEM BASIS.					
	Page 1 of 3					
			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page _____ of _____

Page 696 of 769

Page_____ of _____

Page 697 of 769

SONAR SYSTEM SPECIFICATIONS:

Tow fish made of rugged stainless steel and polymer

Dual frequency: 900/1800 kHz

Shall not exceed 49 lbs

Has the capability to dive up to 984 feet

Dimension shall not exceed 3.75 inches x 44.5 inches

Optional 150 kHz / 300 kHz transducers available

Dual simultaneous frequency transmission

Adaptive CHIRP technology

Includes depth sensor and altimeter

Shall record raw data in real time

It shall generates a printable report

Shall include a Field two (2)adjustable transducer 1 left and 1 right, with one (1) variable angle bracket to allow for vertical imaging for searching

Modular and variable tow fish design

Shall include Altimeter/Depth Sensor

Robust hydrodynamic nose and fin design

Shall include 9m, 30 m and 200m lightweight Kevlar tow cables which are constructed with twisted pair of Kevlar strength with a bend radius 10 cm/4 inch with up to 750 lbs safe working load

Must be a One-man portable design

Watertight topside processor included

User-selectable ruggedized laptop with Sea Scan software with the minimum WIN OS, IP65, SSD 500GB, 16GB RAM

All cables and connectors included

Includes warranty for parts, labor up to 3 years (min. one year)

Includes manufacturer documentation and training

Shall include 24 hr Tech support

Shall include free software upgrades

Shall include keel weights

Shall include range and bearing tool to allow for easy return to scanned targets

Shall include and not limited to the ability of customization options such as magnetometer integration

Shall include a quick release safety mechanism

WINCH SPECIFICATIONS

Voltage Options: 12/24 VDC, 120/220 AC

Gear Motor Options: 0.50 HP

Construction: 6061-T6 Aluminum with stainless steel hardware

Belt driven drum core: 10.75" diameter

Drum flange diameter: 20-24.5"

Drum core length: 8-11"

Drum capacity: 200-400M of .332 cable / 2" freeboard

Performance: 200-450+ lbs pull at core and at 100M

Speed: 20M to 40M per minute at 100M of cable

Weight: Not to exceed 160lbs but not to be less than 110lbs

Frame dimensions:

Width 12-16", Length 37", Height 26"

Slip ring guard protrudes 6.5"

Shall include a pole mount boom extension

Shall include (2) string block

Shall be Powder Coated to city's preferred color

Shall include Water cut side panels.

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the bid being protested;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTI KICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



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: June 24, 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 DLX Enterprises LLC for 15 Mustang water rescue dry suits for MFRD.

Amount of Contract:

\$21,945.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250613 DLX Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 June 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 DLX Enterprises LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to DLX Enterprises LLC for 15 Mustang water rescue dry suits for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$21,945.00

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: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

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>24875</u>	2025	(1510) FIRE ADMINISTRATION	15 MUSTANG WATER RESCUE DRY SUITS FOR MFRD (PRICE BELOW BID REQUIREMENT)	\$21,945.00	(299725) DLX ENTERPRISES LLC

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024875-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor DLX ENTERPRISES LLC 1075 ARROWSMITH ST EUGENE, OR 97402 Tel#541-357-5978	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/25	299725				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE 129710 WRMSD62403 - L2 Reg WATER RESCUE DRYSUIT • Flourescent Yellow Green-Black; per quote 129710	6.00 EACH	1450.00000	8700.00
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1	1000.30.15.1510.1522.1510.0000.0000.47020.			8700.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	WRMSD62403 - XLR WATER RESCUE DRYSUIT • Flourescent Yellow Green-Black; per quote 129710	6.00 EACH	1450.00000	8700.00
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1	1000.30.15.1510.1522.1510.0000.0000.47020.			8700.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024875-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor DLX ENTERPRISES LLC 1075 ARROWSMITH ST EUGENE, OR 97402 Tel#541-357-5978	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/25	299725				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	WRMSD62403 - XXL R WATER RESCUE DRY SUIT - MSD62403 • Fluorescent Yellow Green-Black; per quote 129710	3.00 EACH	1450.00000	4350.00
1	1000.30.15.1510.1522.1510.0000.0000.47020.			4350.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024875-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 3
--	--	--------

Vendor DLX ENTERPRISES LLC 1075 ARROWSMITH ST EUGENE, OR 97402 Tel#541-357-5978	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/25	299725				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
004	FREIGHT	1.00	195.00000	195.00
	Additional Description Notes			
	per quote 129710			
	Vendor Item			
	Inventory Item/Loc 14009			
1	1000.30.15.1510.1522.1510.0000.0000.47020.			195.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total 21945.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.47020.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024875-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.47020. Review: Buyer: 910520704 Status: Approved
---	---

Page 4

Vendor DLX ENTERPRISES LLC 1075 ARROWSMITH ST EUGENE, OR 97402 Tel#541-357-5978	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/21/25	299725				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
FIRE SUPPRESSION DIV EXP	21945.00	830305.27
EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Approved	06/12/25	DONALD ROSE	Auto approved by: 910520704
Approved	06/12/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	06/12/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	06/12/25	JOHNNIE HARRUB	Auto approved by: 910520704
Approved	06/12/25	SAMANTHA COOLEY	
Approved	06/12/25	ANNE FOLEY	Auto approved by: 910520704
Approved	06/12/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____

Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 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 Port City Industrial, LLC, for replacement roll-up door for Convention Center .

Amount of Contract:

\$22,350.00

Funding Source

Capital - Equipment Public Buildings

ATTACHMENTS:

1. 20250618 Port Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 June 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 Port City Industrial, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Port City Industrial, LLC, for replacement roll-up door for
Convention Center .
Capital - Equipment Public Buildings

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,350.00

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: Price below bid requirement..

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

How many bidders submitted bids (if applicable): na

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

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>26121</u>	2025	(3035) FACILITY MAINTENANCE	REPLACEMENT ROLL-UP DOOR FOR CONVENTION CENTER (PRICE BELOW BID REQUIREMENT)	\$22,350.00	<u>(297238) PORT CITY INDUSTRIAL, LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026121-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 1
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Vendor PORT CITY INDUSTRIAL, LLC 2616 OLD SHELL ROAD	Ship To MECHANICAL SYSTEMS 850 OWENS STREET
--	---

MOBILE, AL 36607
USA
Tel#251-277-3444

MOBILE, AL 36604

Delivery Reference
BRENDA PARKER

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297238				FACILITY MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
001 Cookson 20x14 Fire Rated windloaded Right hand door with motor operator	1.00 EACH	14700.00000	14700.00

1 2000.80.00.0000.0000.0000.0000.47010. E E0030 .CAPEQUIPMT.			14700.00
---	--	--	----------

Ship To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Deliver To
MECHANICAL SYSTEMS
850 OWENS STREET
MOBILE, AL 36604

002 Forklift and (2) Scissor Lifts	1.00 EACH	1450.00000	1450.00
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1 2000.80.00.0000.0000.0000.0000.44020. E E0030 .OPERSUPPLS.			1450.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026121-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 2
--	---	--------

Vendor PORT CITY INDUSTRIAL, LLC 2616 OLD SHELL ROAD MOBILE, AL 36607 USA Tel#251-277-3444	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297238				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604			
003	FREIGHT	1.00 EACH	2600.00000	2600.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.44020. E E0030 .OPERSUPPLS.			2600.00
	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026121-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 3
--	---	--------

Vendor PORT CITY INDUSTRIAL, LLC 2616 OLD SHELL ROAD MOBILE, AL 36607 USA Tel#251-277-3444	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297238				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	850 OWENS STREET MOBILE, AL 36604			

004 LABOR	1.00 EACH	3600.00000	3600.00
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Additional Description Notes

Removal of existing door and provide new and installation of a Cookson 20x14 Fire Rated windloaded Right hand door
 Provide and install operator 480v/3Ph
 ***Forklift and (2) Scissor Lifts Needed

1	2000.80.00.0000.0000.0000.0000.44020. E E0030 .OPERSUPPLS.			3600.00
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Ship To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 MECHANICAL SYSTEMS
 850 OWENS STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	22350.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026121-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 4
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Vendor PORT CITY INDUSTRIAL, LLC 2616 OLD SHELL ROAD MOBILE, AL 36607 USA Tel#251-277-3444	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297238				FACILITY MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E E0030 .CAPEQUIPMT.		14700.00	213175.95
	E E0030 .OPERSUPPLS.		7650.00	213175.95
***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	2000.80.00.0000.0000.0000.0000.44020.		7650.00	263934.00
	CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES			
	2000.80.00.0000.0000.0000.0000.47010.		14700.00	263934.00
	CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)			

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

Activity	Date	Clerk	Comment
Approved	06/18/25	CHAD HOLM	Auto approved by: 91055453
Approved	06/18/25	CLIFTON THOMAS	
Approved	06/18/25	BRENDA RHODES	
Approved	06/18/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	06/18/25	RELYA MALLORY	Auto approved by: 910511034
Queued	06/18/25	DONALD ROSE	Auto approved by: 910511034
Queued	06/18/25	SANDRA LEWIS	Auto approved by: 910511034
Queued	06/18/25	STEVEN KRONINGER	Auto approved by: 910511034
Queued	06/18/25	JOHNNIE HARRUB	Auto approved by: 910511034
Queued	06/18/25	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	06/18/25	ANNE FOLEY	Auto approved by: 910511034
Queued	06/18/25	JOHN PAINE	Auto approved by: 910511034

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026121-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released
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Page 5

Vendor PORT CITY INDUSTRIAL, LLC 2616 OLD SHELL ROAD MOBILE, AL 36607 USA Tel#251-277-3444	Ship To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To MECHANICAL SYSTEMS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/18/25	297238				FACILITY MAINTENANCE

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: June 24, 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 Southern Emergency & Rescue Vehicle Sales, LLC, for three 2025 AEV Traumahawk X Series Ambulances for MFRD .

Amount of Contract:

\$1,122,966.00

Funding Source

General fund, EMS equipment

ATTACHMENTS:

1. 20250618 Southern Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 24 June 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 Southern Emergency & Rescue Vehicle Sales, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales, LLC, for
three 2025 AEV Traumahawk X Series Ambulances for MFRD .
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$1,122,966.00

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: HGAC 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>25758</u>	2025	(1510) FIRE ADMINISTRATION	THREE 2025 TRAUMAHAWK X SERIES AMBULANCES FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$1,122,966.00	(<u>298972</u>) <u>SOUTHERN</u> <u>EMERGENCY &</u> <u>RESCUE VEHICLE</u> <u>SALES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025758-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.45040. Review: Buyer: Status: Approved
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Page 1

Vendor SOUTHERN EMERGENCY & RESCUE VEHICLE 15590 FLORIDA BLVD BATON ROUGE, LA 70819 Tel#225-683-3999	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 SEAN.CLARK@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	298972				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 AMBULANCE/RESCUE VEHICLE: HGAC AM10-23, AEV TraumaHawk 148" X-Series Ambulance New AEV 2025 Ford F450 T1 X Series AS PER HGAC CONTRACT AM10-23 AND HGAC WORKSHEET DATED 5-28-2023 , SERVS QUOTE 100-90-0002 DATED 5-28-2025. Vendor Item	3.00 EACH	374322.00000	1122966.00

1 6120.70.15.0000.0000.1510.0000.0000.45040. 1122966.00

Ship To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total 1122966.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.45040.	1122966.00	263934.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025758-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.45040. Review: Buyer: Status: Approved
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Page 2

Vendor SOUTHERN EMERGENCY & RESCUE VEHICLE 15590 FLORIDA BLVD	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET
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BATON ROUGE, LA 70819

Tel#225-683-3999

MOBILE, AL 36604
 SEAN.CLARK@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 MUNICIPAL GARAGE ATTN: SEAN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	298972				FIRE ADMINISTRATION

Account EMERGENCY MEDICAL SVCS EXP	Amount MOTOR POOL BUDGET RATE	Remaining Budget
---------------------------------------	----------------------------------	------------------

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

Activity	Date	Clerk	Comment
Approved	06/17/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/17/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/17/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/17/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	06/17/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	06/17/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	06/17/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature



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Ambulances, EMS, and Other Special Service Vehicles

Contract Information

Contract Number

AM10-23

Effective Dates

10/01/2023 - 09/30/2027

Contract Details

Ambulances; Light & Medium EMS/Rescue Vehicles, Mobile & Urban Command Vehicles; Mobile Command Centers. Many variations, options and accessories are available thru the HGACBuy contracts.

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All Products

Search Products



Description	Code	Manufacturer	Price	Discount
Ford Expedition MAX, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-EXMAX	10-75 Emergency Vehicles		10%
GM Suburban, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-SUB	10-75 Emergency Vehicles		10%
(Base) Ford Transit 350HR AWD 148" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Base) Mercedes-Benz Sprinter 170" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Fully Loaded) Ford Transit 350HR AWD 148" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
(Fully Loaded) Mercedes-Benz Sprinter AWD 170" Chassis, Mobile TOC	Trident	FLYMOTION, LLC		2%
12' Remount on Customer Provided Chassis	12' Remount	Frazer, Ltd.		0%
12,000-LB GVWR, DUAL AXLE TRAILER, 7 KW GASOLINE GENERATOR WITH 25 GALLON FUEL TANK, 2 WORK STATIONS, CONFERENCE ROOM SEATING FOR 7, ALUMINUM CABINETS, 3 DRY ERASE BOARDS, 1 PRV, 2 AIR CONDITIONERS, SHORE POWER, 120 VAC CONTROL PANEL, 2 BATTERIES, 2 CHARGERS, 55" LED HDTV, DATA VSAT, SATELLITE TV ANTENNA WITH 3 RECEIVERS, MOBILE RADIO BATTERY CHARGER, 6 TELEPHONE EXTENSIONS, 14 COMPUTER JACKS, WIRELESS ACCESS POINT, ELECTRONIC EQUIPMENT RACK, 16' AWNING, 2 PAIR STABILIZER JACKS AREA, SCENE LIGHTS	MCC180927	Bravo Trailer		3.70%

12,000-LB GVWR, TANDEM AXLE 24' TRAILER, 12 KW DIESEL GENERATOR, 25 GAL FUEL TANK, 2 WORKSTATIONS, CONFERENCE TABLE, 1 PRV, 2 AIR CONDITIONERS, 1 DIESEL HEATER, 5 TV/ 1 DVR, 3 DSS RECEIVERS, MODULATED AUDIO/VIDEO, PREWIRE 6 RADIOS, PBX PHONE SYSTEM, 3 LAND/ 1 CELL. PREWIRE/ 1 FAX LINE, 14 PREWIRE CAT 6 COMPUTER NETWORK WITH MULTI FUNCTION PRINTER, INTERNET SATELLITE SYSTEM, 1 SLIDE OUT ELECTRONICS RACK, SCENE LIGHTING, LEVELING SYSTEM, EXTERIOR WORK AREA	MCC241782	Bravo Trailer	3.70%
14' Remount on Customer Provided Chassis	14' Remount	Frazer, Ltd.	0%
16' EMERGENCY RECOVERY VEHICLE/MOBILE COMMAND CENTER CONVENTIONAL CAB CHASSIS. 26,000-LB. GVWR. 325 HP ENGINE WITH ALLISON 3000 EVS AUTO TRANS. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. LOAD SPACE IS 16' LONG. EMERGENCY LIGHTS. CUSTOM NON-REFLECTIVE VINYL GRAPHICS INCLUDING THREE GRAPHIC SHIELDS. ONE WORKSTATION WITH CHAIR IN REAR. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC SYSTEM, AC ELECTRICAL SYSTEM WITH 15KW GENERATOR AND 12VDC ELECTRICAL SYSTEM. 57 FT MAST WITH MAST MOUNTED ANTENNA BRACKET. PROVISIONS FOR COMMUNICATIONS RADIO. OPTIONS INCLUDED NAPCO GEMINI ALARM SYSTEM. EXTERIOR COMPARTMENTS, LADDER TO ROOF AND LEVELING SYSTEM.	MCC163031	Freightliner	3.70%
18' Foot Mobile Clinic Module on International MV Diesel 4x2 Crew Cab	Mobile Clinic. - 18'	Frazer, Ltd.	0%
20' SWAT MOBILE COMMAND CENTER ON A 4X4 DIESEL CAB CHASSIS WITH A 20' LONG LOAD SPACE CUSTOM ALL ALUMINUM DRY VAN BODY. LED EMERGENCY INGLIGHT PACKAGE. BACK-UP CAMERA SYSTEM. BENCH SEATING FOR SIX IN REAR FOR SWAT TEAM. CUSTOM FABRICATED ALUMINUM CABINETS FOR SWAT EQUIPMENT STORAGE WITH DRY ERASE DOORS. HVAC, AC ELECTRICAL SYSTEM WITH 8 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. INTEL-I-TOUCH MULTIPLEX CONTROL WITH TOUCH SCREEN INTERFACE. PREP WIRING FOR CUSTOMER SUPPLIED RADIOS. EXTERIOR COMPARTMENTS AND AWNING.	SWTMCC203292	Ford	3.70%
20' TACTICAL OPERATIONS CENTER TRAILER. FOUR WORKSTATIONS WITH SPACE TO ADD MORE. CUSTOM FABRICATED ALL ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTM WITH 20 KW GBENERATOR 12VDC ELECTRICAL SYSTEM, LED EMERGENCY LIGHTING PACKAGE. TIE DOWN RINGS FOR AIR TRANSPORTABILITY. EQUIPMENT INCLUDES LARGE TOUCH SCREEN TV, DVR, EXTERNAL 43" LED TV, VIDEO/VOICE SERVER, LAPTOPS, PRINTER AND MORE. RADIOS AND COMPUTER NETWORK SYSTEM. MAST WITH NETWORK PTZ CAMERA. WIRELESS ACCESS POINT. EXTERIOR STORAGE COMPARTMENT, AWNING, AND WALK ON ALUMINUM ROOF.	TRL203216	Bravo Trailer	3.70%
2024 Chevrolet Silverado CC3500HD, 6.6L Diesel, Ambulance Prep Package, 170.8" Wheelbase. Single Cab. Bae Remount Package	GM C-3500 4x2 6.6L Diesel 173"WB	American Response Vehicles (ARV)	5%
2024 Chevrolet Silverado CC3500HD, 6.6L Diesel, Ambulance Prep Package, 170.8" Wheelbase. Single Cab. Base Remount Package	GM C-5500 4x2 6.6L Diesel 173"WB	American Response Vehicles (ARV)	5%
2024 CHEVY 3500 4X2 TYPE I GAS w/84"CA REMOUNT (BASE PRICE)	CHEVROLET 3500 TYPE I 4X2	Medic Built, LLC	10%
2024 CHEVY G3500 TYPE III REMOUNT (BASE PRICE)	CHEVY 3500 TYPE III	Medic Built, LLC	10%
2024 CHEVY G4500 TYPE III REMOUNT (BASE PRICE)	CHEVY 4500 TYPE III	Medic Built, LLC	10%
2024 FORD E-350 TYPE III REMOUNT (BASE PRICE)	FORD E350 TYPE III	Medic Built, LLC	10%
2024 FORD E-450 TYPE III REMOUNT (BASE PRICE)	FORD E450 TYPE III	Medic Built, LLC	10%
2024 FORD F 450 4X2 TYPE I GAS REMOUNT W/84"CA (BASE PRICE)	FORD F 450 TYPE I 4X2	Medic Built, LLC	10%
2024 FORD F 550 4X2 TYPE I GAS REMOUNT W/108"CA (BASE PRICE)	FORD F 550 TYPE I 4X2	Medic Built, LLC	10%
2024 FORD F-350 4X2 TYPE I Diesel REMOUNT (BASE PRICE)	FORD F 350 TYPE I 4X2	Medic Built, LLC	10%
2024 Ford F-350 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-350 4x2 6.7L 169"WB	American Response Vehicles (ARV)	5%
2024 FORD F-450 4X2 TYPE I GAS REMOUNT W/108" CA (BASE PRICE)	FORD F 450 TYPE I 4X2	Medic Built, LLC	10%
2024 Ford F-450 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 6.7L 169"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 6.7L 193"WB	American Response Vehicles (ARV)	5%

2024 Ford F-450 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 169" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 7.3L 169"WB	American Response Vehicles (ARV)	5%
2024 Ford F-450 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-450 4x2 7.3L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-550 Super Duty 6.7L Diesel Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-550 4x2 6.7L 193"WB	American Response Vehicles (ARV)	5%
2024 Ford F-550 Super Duty 7.3L Gas Chassis. XLT Base Package. Ambulance Prep 47L Package 193" Wheelbase. Single Cab. Base Remount Package	Ford F-550 4x2 7.3L 193"WB	American Response Vehicles (ARV)	5%
2024 Freightliner M2 6.7L, Ambulance Prep Package, 19.5" Wheels, Horizontal Exhaust, Hydraulic Brakes, 193"WB. Base Remount Package	Freightliner M2 6.7L ISB 4x2 193"WB Hydraulic Brakes	American Response Vehicles (ARV)	5%
2024 Freightliner M2 6.7L, Ambulance Prep Package, 22.5" Wheels, Vertical Exhaust, Air Brakes, Extended Wheelbase Remount Package, 4 Door Cab- 220" Wheelbase	Freightliner M2 4 Door Cab, 6.7L ISB, 4x2WB, 220" WB	American Response Vehicles (ARV)	5%
2024 GM G-3500 4x2, 6.6L Gas, Ambulance Prep Package, 139" Wheelbase. Base Remount Package	GM G-3500 4x2 6.6L GAS 139"WB	American Response Vehicles (ARV)	5%
2024 GM G-4500 4x2, 6.6L Gas, Ambulance Prep Package, 159" Wheelbase. Base Remount Package	GM G-4500 4x2 6.6L GAS 159"WB	American Response Vehicles (ARV)	5%
2024 Mercedes Sprinter 4500 Diesel Cab Cutaway Short Wheelbase Type III Remount	Mercedes Sprinter 4500 Cab Cutaway	American Response Vehicles (ARV)	5%
2024 RAM 4500 4X2 TYPE I REMOUNT W/108"CA (BASE PRICE)	RAM 4500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 4500 4X2 TYPE I REMOUNT W/84"CA (BASE PRICE)	RAM 4500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 4500 6.7L Diesel SLT Base Package. Ambulance Prep Package. 167.5" Wheelbase. Single Cab. Base Remount Package	RAM 4500 4x2 6.7L 167.5"WB	American Response Vehicles (ARV)	5%
2024 RAM 5500 4X2 TYPE I REMOUNT W/108"CA (BASE PRICE)	RAM 5500 TYPE I 4X2	Medic Built, LLC	10%
2024 RAM 5500 6.7L Diesel SLT Base Package. Ambulance Prep Package. 192.5" Wheelbase. Single Cab. Base Remount Package	RAM 5500 4x2 6.7L 192.5"WB	American Response Vehicles (ARV)	5%
2025 Ford E-350 Cab Cutaway 4x2 7.3L Gas, Ambulance Prep package, 138" Wheelbase. Base Remount Package	Ford E-350 4x2 7.3L 138"WB	American Response Vehicles (ARV)	5%
2025 Ford E-450 Cab Cutaway 4x2 7.3L Gas, Ambulance Prep package, 158" Wheelbase. Base Remount Package	Ford E-450 4x2 7.3L 158"WB	American Response Vehicles (ARV)	5%
2025 International MV607, 6.7L Diesel, Diamond Cab Package, Ambulance Prep Package, 19.5" Wheels, Horizontal Exhaust, Hydraulic Brakes. 193"WB. Base Remount Package	International MV607 6.7L ISB 4x2 193"WB Hydraulic Brakes	American Response Vehicles (ARV)	5%
22' Mobile command center on a 9,950-lb GVWR gasoline chassis with spring suspension and a 4-wheel disc brakes. Two workstations, generator and electronics rack.	X22MCC-34781	Ford	3.70%
26' Mobile medical unit on commercial cutaway chassis. 16' body with two side entry doors. Graphics package. Interior finish includes FRP wall covering, non-slip vinyl flooring, fabric ceiling and vinyl seating surfaces. Additional features include: two door refrigerator, galley and lavatory, aluminum cabinetry, 7.0 KW generator, full electrical distribution system, heat and air conditioning, 2 blood draw chairs, cell phone booster kit, exterior storage compartment and more!	C26MED-33815	Ford	3.70%
28' 1 Room Mobile Clinic on a conventional cab chassis 4x2 19,500-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 18' load space all aluminum body.	C28MED18042313	Ford	3.70%
28' Equipment/EOD/SWAT/DIVE/MCC Vehicle on a 25,500-lb. GVWR diesel chassis with spring rear suspension hydraulic brakes and a 18' load space walk-in van body.	SS28EEQ-SV	Freightliner	3.70%
29' Cab/Chassis Medical Vehicle with a wheelchair lift, patient waiting room area, check in desk, exam room with private changing room, complete HVAC system, awning, leveling system and storage compartments.	C28MED042616	Ford	3.70%
30' MOBILE COMMAND CENTER ON A CONVENTIONAL CAB CHASSIS	C40MCC307611	Freightliner	3.70%

30' MOBILE COMMAND CENTER ON A CONVENTIONAL GAS CHASSIS WITH 26.5 FT LOAD SPACE ALL ALUMINUM DRY VAN BODY. FOUR WORKSTATIONS. CONFERENCE ROOM TABLE WITH SEATING FOR SIX. TWO SLIDE-OUTS. LED EMERGENCY LIGHTING PACKAGE. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. GALLEY WITH MICROWAVE, REFRIGERATOR, COFFEE MAKER. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. TWO TELESCOPING TRIPOD LIGHT POLES. PREWIRE FOR CUSTOMER PROVIDED MONITORS AND RADIOS. ONE TOUCH SCREEN LED TV. EXTERIOR MONITOR ENCLOSED IN WEATHERPROOF COMPARTMENT. DVR, SATELLITE TV. MAST WITH NETWORK PTZ CAMERA. PBX TELEPHONE SYSTEM. EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS, LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	S30MCC-35004	Freightliner	3.70%
30' Mobile command center on a 26,000-lb GVWR diesel chassis with air ride, air brakes and a 20' load space walk-in van body. Four workstations, generator and electronics rack.	S30MCC-35004	Freightliner	3.70%
30' Mobile command center on a 26,000-lb GVWR diesel chassis with air ride, hydraulic brakes and a 20' load space walk-in van body. Four workstations, generator and electronics rack.	S30MCC-34604	Freightliner	3.70%
30' MOBILE COMMAND CENTER ON A WALK-IN VAN WITH 30' LONG LOAD SPACE ALL ALUMINUM BODY. LED EMERGENCY LIGHTING PACKAGE. LAVATORY. FOUR WORKSTATIONS. CUSTOM FABRICATED BENCH SEATING AND ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL SYSTEM WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. LED NIGHT SCAN LIGHT TOWER. TWO LED TV'S PLUS ONE LARGE TOUCH SCREEN TV. ONE EXTERIOR TV INSIDE A WEATHERPROOF ACCESS DOOR. DVR. SATELLITE TV SYSTEM. MAST WITH NETWORK PTZ CAMERA. PREWIRE FOR CUSTOMER PROVIDED RADIOS. PBX TELEPHONE SYSTEM, COMPUTER NETWORK, EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS AND LEVELING SYSTEM.	MCC301750	Freightliner	3.70%
32' Mobile command center with 1 slide out on a 22,000-lb GVWR gas chassis with spring suspension, hydraulic brakes and a 22' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.	S32MCC-29466	Ford	3.70%
32' Mobile command center with 1 slide out on a 22,000-lb GVWR gas chassis with spring suspension, hydraulic brakes and a 22' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.	S32MCC-34851	Ford	3.70%
33' MOBILE EMERGENCY OPERATIONS CENTER ON A CAB CHASSIS WITH 350 HP ENGINE, AIR RIDE SUSPENSION AND AIR BRAKES. CUSTOM ALL ALUMINUM DRY VAN BODY WITH 33' LOAD SPACE AREA. FOUR SLIDE OUTS. FOUR WORKSTATIONS. CONFERENCE AREA FOR TEN. CONFERENCE AREA FOR 10. LED EMERGENCY LIGHT PACKAGE. CUSTOM GRAPHICS. COLOR BACK UP CAMERA SYSTEM. GALLEY WITH COFFEE MAKER, MICROWAVE AND REFRIGERATOR. CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. FEATURES LDV'S INTEL-I-TOUCH, A MULTIPLEX TOUCH SCREEN CONTROLL SYSTEM. TWELVE 24" LED TV'S, TWO 28" LED TV'S, TWO 43" LED TV'S, ONE 48" TOUCH SCREEN TV. ONE 43" LED TV EXTERIOR. MAST WITH NETWORK PZ CAMERA, RADIO PREPS, PBX TELEPHONE SYSTEM, COMPUTER NETWORK. ALARM SYSTEM, WEATHER STATION AND GPS. EXTERIOR STORAGE COMPARTMENTS, AWNING, ROOF ACCESS, LEVELING SYSTEM AND MORE. PRICE INCLUDES FEDERAL EXCISE TAX.	MCC332998	Freightliner	3.70%
34' Mobile Command Center on a 26,000-lb GVWR diesel chassis with air ride suspension, hydraulic brakes and an all aluminum 24' load space walk-in van body.	SS34FC-SV	Freightliner	3.70%
36' mobile medical unit on a walk-in van chassis. 26' aluminum body with two side entry doors - one with wheelchair lift. Additional features include: exterior TV, galley & lavatory w/ pressurized water system, exam room, consultation room, aluminum cabinetry, A/V system, heat and air conditioning, FRP wall coverings, non-slip flooring, solid surface countertops with antimicrobial technology, 12 kw generator, touch-button vehicle control system, computer network, alarm system, awning, and more!	S36MED-33698	Freightliner	3.70%
36' walk-in van with all aluminum body, curbside sedan door, AM/FM stereo, bench seats, workstations with office chairs, 15kw generator, 2 -13,500 BTU air conditioners with 5,600 BTU heat strips, light fixtures on ceiling and workstation areas, scene & emergency lighting, walk on roof with ladder, exterior storage compartment.	SS36FC-SV	Freightliner	3.70%
36' Mobile command center with 1 slide out on a 26,000-lb GVWR diesel chassis with air ride, hydraulic brakes and a 26' load space walk-in van body. Four workstations, generator, galley, electronics rack and leveling system.	S36MCC-60730	Freightliner	3.70%
39' MOBILE COMMAND/COMMUNICATIONS CENTER BUILT ON AN	MCC302995	Bravo Trailer	3.70%

ALUMINUM GOOSENECK TRAILER. WALK ON ROOF, 24 GALLON IN FRAME FUEL TANK AND TWO A/C UNITS WITH HEAT STRIPS. CUSTOM NON-REFLECTIVE VINYL GRAPHICS. GALLEY AND LAVATORY WITH TOILET AND COFFEE MAKER. SIX WORKSTATIONS WITH CHAIRS. CUSTOM FABRICATED CABINETS. HVAC SYSTEM, 120/240VAC ELECTRICAL SYSTEM WITH 20 KW GENERATOR. 12VDC ELECTRICAL SYSTEM. TWO LED TOUCH SCREEN TV'S, DVR, SATELLITE TV SYSTEM. MAST WITH PTZ NETWORK CAMERA. VOIP TELEPHONE SYSTEM, PROVISIONS FOR 6 FIXED WIRELESS TERMINALS, COMPUTER NETWORK, SATELLITE DATA SYSTEM, MULTI-FUNCTION PRINTER. OTHER OPTIONS INCLUDE WEATHER STATION AND AWNING.

39' Mobile dental vehicle on motorhome chassis. Features include: 25 KW generator, LP furnace, air conditioning, wheelchair access door, graphic wrap, electrical distribution system, FRP walls, vinyl ceiling, non-slip flooring, galley with fridge and microwave, lavatory, aluminum cabinetry, A/V system, computer network, two dental cleaning / exam rooms, Panorex room and more!	M38DNT-34027	Winnebago	3.70%
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40' Mobile Command Center with 1 slideout on a 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space walk-in van body.	SS40FC1S-SV	Freightliner	3.70%
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40' MOBILE MEDICAL UNIT ON A WALK-IN VAN WITH AN ALL ALUMINUM BODY AND A WHEELCHAIR ACCESS LIFT. THIS VEHICLE FEATURES TWO EXAM ROOMS WITH EXAM TABLES, SINKS, LAVATORY AREA AND WAITING AREA. PLEASE CONTACT A SALES SPECIALIST AT 800-558-5986 FOR MORE INFORMATION AND SPECIFICATIONS/DRAWINGS, THIS UNIT IS COMPLETELY CUSTOMIZABLE TO ACCOMMODATE MEDICAL/DENTAL/BLOOD/MAMMOGRAPHY/CLINIC/REHAB/OUTREACH ETC. WITH GSA APPROVED OPTIONS.	S40MED30012012	Freightliner	3.70%
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40' OVERALL LENGTH MOBILE COMMAND CENTER ON A WALK-IN VAN WITH 30' LONG LOAD SPACE AREA. BACKUP ALARM, LED EMERGENCY LIGHTS. COLOR BACK UP CAMERA SYSTEM WITH 7" LCD MONITOR DAY/NIGHT. BLACKOUT CURTAINS FOR CAB AREA WINDOWS. GALLEY WITH SINK, COFFEE MAKER, REFRIGERATOR, AND MICROWAVE. FOUR WORKSTATIONS IN REAR OF VEHICLE. CUSTOM FABRICATED BENCH SEATING AND CABINETS. HVAC SYSTEM, AC ELECTRICAL SYSTEM WITH DIESEL GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN CONTROL INTERFACE. TWO LED TV'S WITH DVR. PROVISIONS FOR FUTURE DSS/SATELLITE SYSTEM. PROVISIONS FOR FUTURE 25' MAST ON REAR OF VEHICLE. PROVISIONS FOR FIVE COMM RADIOS. PBX TELEPHONE SYSTEM. COMPUTER NETWORK. EXTERIOR COMPARTMENT. AWNING AND ROOF ACCESS.	SS40FC-SV	Freightliner	3.70%
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40' walk-in van with all aluminum body, no CDL required, four blood donation beds, interview and recovery areas, awning, leveling system, eight TVs & Blu-Ray system and custom interior.	S40MED3031513	Freightliner	3.70%
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40' MOBILE COMMAND CENTER ON A CONVENTIONAL CAB CHASSIS WITH 29.5' LOAD SPACE CUSTOM ALL ALUMINUM DRY VAN BODY. BACK-UP CAMERA SYSTEM. PULL OUT ALUMINUM ENTRY STAIRS. LED EMERGENCY LIGHTING PACKAGE. THREE SLIDE-OUTS. CONFERENCE ROOM TABLE WITH SEATING FOR EIGHT. FIVE WORKSTATIONS. 13 OFFICE CHAIRS, TWO COMMAND AREAS SEPARATED BY POCKET DOORS. CUSTOM FABRICATED ALUMINUM CABINETS. SIXTEEN LED TV/MONITORS. ONE LARGE TOUCH SCREEN TV. MULTI-FUNCTION PRINTER, 24" PRINTER. NON-REFLECTIVE VINYL GRAPHICS PACKAGE. HVAC, AC ELECTRICAL SYSTEM WITH 25 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. WEATHERPROOF EXTERIOR DOOR TO ACCESS EXTERIOR CONNECTIONS AND EQUIPMENT, COMPUTER NETWORK WITH VOIP TELEPHONE SYSTEM. MULTI-CAMERA SURVEILLANCE SYSTEM. MAST WITH PTZ NETWORK CAMERA. WIRING PREPS FOR COMMUNICATIONS RADIOS. EXTERIOR COMPARTMENTS, TWO AWNINGS, ROOF ACCESS, AND LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	C40MCC303429	Freightliner	3.70%
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40' MOBILE COMMAND CENTER ON A DIESEL CONVENTIONAL CAB CHASSIS WITH 29' 6" LOAD SPACE ALL ALUMINUM DRY VAN BODY. LED EMERGENCY LIGHTING PACKAGE. BACKUP CAMERA. ONE SLIDE-OUT. GALLEY WITH SINK, MICROWAVE, COFFEE MAKER, AND REFRIGERATOR. LAVATORY. FOURWORKSTATIONS. CONFERENCE TABLE FOR SIX, CUSTOM FABRICATED ALUMINUM CABINETS WITH DRY ERASE BOARDS. HVAC, AC ELECTRICAL, SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. MULTIPLEX CONTROL SYSTEM WITH TOUCH SCREEN INTERFACE. TWO LED TV'S, ONE LARGE TOUCH SCREEN TV, DVR. WEATHERPROOF EXTERIOR DOOR COMPARTMENT WITH LED TV FOR OUTSIDE BRIEFING AREA. PROVISIONS FOR FUTURE DSS/SATELLITE SYSTEM. MAST WITH PTZ NETWORK CAMERA. RADIO PREPS. VOIP TELEPHONE SYSTEM AND COMPUTER NETWORK. EXTERIOR COMPARTMENT, AWNING, ROOF ACCESS, AND LEVELING SYSTEM.	SS40FC1S-CC	Freightliner	3.70%
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40' MOBILE COMMAND CENTER ON A WALK-IN VAN CHASSIS WITH 30' LOAD SPACE ALL ALUMINUM STEP VAN BODY. BACK-UP CAMERA SYSTEM. LED EMERGENCY LIGHTING PACKAGE. FIVE WORKSTATIONS	SS40RC1S-SV	Freightliner	3.70%
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WITH CHAIRS. ONE SLIDE-OUT. BENCH SEATING WITH CONFERENCE TABLE LOCATED IN REAR. CUSTOM FABRICATED CABINETS WITH DRY ERASE. GALLEY WITH MICROWAVE, REFRIGERATOR, AND COFFEE MAKER. HVAC, AC ELECTRICAL SYSTEM WITH 20 KW GENERATOR, 12VDC ELECTRICAL SYSTEM. THREE LED TV'S, DVR. PROVISIONS FOR FUTURE MAST AND COMMUNICATION RADIOS. PBX TELEPHONE SYSTEM, COMPUTER NETWORK. INTEL-I-TOUCH CONTROL WITH TOUCH SCREEN INTERFACE. EXTERIOR STORAGE, AWNING, ROOF ACCESS AND LEVELING SYSTEM.

45' Cab/Chassis Command Vehicle with workstations, conference room, 4 slideouts, galley, lavatory, electronics rack, mast and camera system, monitors, radios, VSAT satellite, telephone/computer network, exterior storage compartments, generator, HVAC, technology network systems and emergency lighting package. PRICE INCLUDES FEDERAL EXCISE TAX.	C45MCC101915	Freightliner	3.70%
45' mobile medical unit on commercial coach platform w/ seating for 4 passengers. Wheelchair access door w/ lift. Add'l side entry door. Two exam rooms with exam tables, Welch Allyn wall sets, sinks and seating. Check in area w/ aluminum cabinetry and sink. Additional features include: galley w/ microwave and fridge, pressurized water system, aluminum cabinetry throughout, air conditioning, 25 kw generator and full electrical distribution system, medical freezer, two awnings, and more!	M45MED-34399	Berkshire	3.70%
4X4 CAB CHASSIS 33,000-LB GVWR, 300 HP, ALLISON 3000 TRANSMISSION, 50 GAL FUEL TANK, STEEL WHEELS, 20 KW GENERATOR, COLOR BACK-UP CAMERA, BENCH SEATING, 3 WORKSTATIONS W/ OFFICE CHAIRS, ALUMINUM CABINETS, 1 PRV, 2 AIR CONDITIONERS, 2 DIESEL FURNACES, 8 LAND/ 1 FAX, 6 WIRELESS IP PHONES, 4 VOIP DESK PHONES, VOIP PHONE SYSTEM, PREWIRE 8 RADIOS, ANTENNA RACE WAY, ANTENNA TERMINATION PANEL, HIGH SPEED INTERNET DISH, 2 TVS/DVR/ 2 DSS MODULATED AUDIO/VIDEO SYSTEM, 7 PREWIRE CAT 6 COMPUTER NETWORK WITH FAX/SCAN/PRINTER, 4 PERSON CONFERENCE AREA, 25' MAST W/VIDEO CAMERA, MAST SAFETY SYSTEM, WEATHER STATION, 2 NETWORKED CLOCKS, 2 KWIK-RAZE LIGHTS, COMMAND STROBE, LED EMERGENCY LIGHTS, ROOF ACCESS LADDER, EXTERIOR WORKSTATION, SCENE LIGHTING, ELECTRIC AWNING, EXTERIOR STORAGE, EXTERIOR GRAPHICS, LEVELING SYSTEM, PERIMETER FLOOD LIGHTS, ALARM SYSTEM	MCC181436	Freightliner	3.70%
4x4 Crew cab diesel 19,500 lb GVW chassis with all-aluminum welded 12' body. Includes NFPA treadplate roof. Class IV receiver hitch. Custom running boards and rear bumper, LED clearance lights, 12,000 lb winch, Back-up camera, Air horns, Aluminum box pan shelves mounted on adjustable rails, LED scene lights, Telescoping light poles (4), emergency lighting package w/ lightbar, wireless gateway, exterior storage compartments w/ adjustable shelving and slide-out storage shelves, 4 vertical slide-out storage panels, all surfaces coated w/ spray in bed liner, 2 SCBA holders, LED lighting in all compartments	C22EEQ-33732	Ford	3.70%
86/148 Type III Sprinter "LE"	Sprinter	Leader	3%
92/145 Type III Ford "SE"	SE	Leader	3%
94/148 Type III Ford "LE"	LE	Leader	3%
96/150 Type I Ford "LE"	LE	Leader	3%
96/170 CCT Type III Ford	CCT	Leader	3%
96/170 Type III Ford "LE"	LE	Leader	3%
96/173 Type I Ford "LE"	LE	Leader	3%
A/C Service	Ambulance Type I, II, III	Siddons-Martin Emergency Group	NA
A/C Service	Medium Duty Vehicles	Siddons-Martin Emergency Group	NA
ALS Response Vehicle, Ford F350, 80" walk around aluminum body, 16 compartments, painted, console, emergency lighting.	AM2XSB06	First Priority	10%
ALS Response Vehicle, GMC 3500HD Crew Cab, 80" walk around aluminum body, 7 compartments, painted, console, emergency lighting.	AM2XSB07	First Priority	10%
Ambulance Parts, Service Related (% off MSRP)	AMBPARTS	Varies	6%
Base NWEV Remount Package for Medium Duty, Freightliner/International (Short and Long Wheelbase)	Medium Duty International, Freightliner	American Response Vehicles (ARV)	5%
Base NWEV Remount Package for Type I Ford, Ram, Silverado 3500. (Short and Long Wheelbase)	Type I Ford, Ram, Silverado	American Response Vehicles (ARV)	5%
Base NWEV Remount Package for Type III Ford or Chevrolet/GM Chassis (Short and Long Wheelbase)	Type III Ford, GM, Mercedes	American Response	5%

(short and long wheelbase)	vehicles	responder Vehicles (ARV)	
BearCat G2 Armored Tactical Vehicle, F-550 chassis, 131" WB	BearCat G2	Lenco Industries, Inc.	6%
BearCat G2 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BC360DEG, BCHACUP, BCHYDRAM, BCDRACOPREP, BCVSPL, BCSLLED (qty 2) BCHIDL, BCFIL, BCTDL-IR, BCINV2000, BCAOPG, BCINT, BCWMT (qty 6) and \$15,000 Discount	G2 Pro	Lenco Industries, Inc.	6%
BearCat G2 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BCHACUP, BCHYDRAM, BCDRACOPREP, BCSLLED (qty 2) BCHIDL, BCTC, BCINT, and \$15,000 Discount	G2 Core	Lenco Industries, Inc.	6%
BearCat G3 Armored Tactical Vehicle, F-550 chassis, 131" WB, Off-Road Edition	BearCat G3	Lenco Industries, Inc.	6%
BearCat G3 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BC360DEG, BCHACUP, BCHYDRAM, BCDRACOPREP, BCVSPL, BCSLLED (qty 2) BCHIDL, BCFIL, BCTDL-IR, BCINV2000, BCAOPG, BCINT, BCWMT (qty 6) and \$15,000 Discount	G3 Pro	Lenco Industries, Inc.	6%
BearCat G3 with select options: BCDLEN, BC4DR, BCGP7 (qty 8), BCHACUP, BCHYDRAM, BCDRACOPREP, BCSLLED (qty 2) BCHIDL, BCTC, BCINT, and \$15,000 Discount	G3 Core	Lenco Industries, Inc.	6%
C34MED24-14, 34' 1 Room Mobile Clinic on a conventional cab chassis 25,999-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 24' load space all aluminum body.	C34MED24042413	Ford	3.70%
CAB CHASSIS, 39,000-LB GVWR, 330 HPS, SINGLE REAR 23,000# AXLE, ALLISON 3000 EVS TRANSMISSION, AIR RIDE, AIR BRAKE, DUAL 50 GAL FUEL TANKS, ALUMINUM WHEELS, 1 FRONT & 1 REAR SLIDE-OUT, 25 KW GENERATOR, MULTIPLEX CONTROL SYSTEM, LED INTERIOR LIGHTING, 2 PRV, 3 AIR CONDITIONERS, GALLEY, 5 WORKSTATIONS W/OFFICE CHAIRS, CONFERENCE ROOM, CAMERA/MICROPHONE IN CONFERENCE ROOM, DRY ERASE BOARDS, 6 TVS, 2 LARGE TOUCH SCREEN TVS, DVR, TWO 25" MASTS W/ NETWORK VIDEO CAMERAS, LAPTOPS & DOCKING STATIONS, CAT 6 COMPUTER NETWORK WITH MULTI FUNCTION PRINTER, 24" PRINTER, EQUIPMENT RACK, 4G ROUTER, SATELLITE DATA SYSTEM, WEATHER STATION, PREWIRE FOR 12 RADIOS, ANTENNA PATCH PANEL & RACEWAY, 4 FIXED WIRELESS PREPS/ 3 LAND LINES/ PREWIRE 1 SATELLITE PHONE, SATELLITE TV/ 2 DSS/ PBX PHONE SYSTEM, LEVELING SYTEM, 2 TRI-POD LIGHT TOWERS, EMERGENCY LIGHTING, SCENE LIGHTING, LOWER PERIMETER LIGHTING	MCC281880	Freightliner	3.70%
CAB CHASSIS, 54,600-LB GVWR, DIESEL, 505 HP, ALLISON 4500 EVS TRANSMISSION, 100 GAL FUEL TANK, 25 KW GENERATOR, BACKUP CAMERA, CUSTOM CAB CONSOLE, 2 SLIDEOUTS, KEYLESS ENTRY, GALLEY, ALUMINUM CABINETS, WIREMOLD RACEWAY, 6 WORKSTATIONS W/OFFICE CHAIRS, BENCH SEATING, ELECTRONICS RACKS W/EXT. ACECSS, INTERIOR ROLL-UP DOOR W/SHELVING, MULTIPLEX CONTROL SYSTEM, 3 PRVS, 4 ACS, 2 DIESEL HEATERS, 1 ELECTRIC HEATER, 9 TVS, 2 LARGE TOUCH SCREEN TVS, TV ANTENNA, MODULATED AV SYSTEM, EXT AV INPUT/OUTPUTS, PREWIRE DSS ANTENNA, PREWIRE VSAT DATA ANTENNA, DVR, PREWIRE 4 DSS RECEIVERS, PERIMETER CAMERA SYSTEM, 8 LANDLINES, MAST W/CAMERA, PREWIRE 20 RADIOS, 2 SATELLITE RADIOS, PREWIRE INTEROPERABILITY SYSTEM, ANTENNA RACEWAY & PATCH PANNEL, PREWIRE 18 CAT 6, PASS THROUGH, 4 TRI-POD LIGHTS, NIGHT SCAN TOWER, EMERGENCY LIGHTING, SCENE LIGHTS, GROUND STAKE, PA SYSTEM, WEATHER STATION, 2 AWNINGS, EXT STORAGE, LADDER, ALARM SYSTEM, LEVELING SYSTEM. PRICE INCLUDES FEDERAL EXCISE TAX.	MCC302200	Kenworth	3.70%
CAB CHASSIS, 6X6, 49,000-LB GVWR, 350 HP, ALLISON 3000 EVS TRANSMISSION, 50 GAL FUEL TANK, GPS, 25 KW GENERATOR, CAB WALK THROUGH, BACK-UP CAMERA. 4 CAMERA PERIMETER SURVEILLANCE, CUSTOM CAB CONSOLE, KEYLESS ENTRY, 2 SLIDE OUTS, 7 WORKSTATIONS W/OFFICE CHAIRS, CONFERENCE TABLE W/ 4 OFFICE CHAIRS, ALUMINUM CABINETS, GALLEY/LAVATORY, 2/PRV, 4/AC'S, 2/DIESEL HEATERS, 1/ELECTRIC HEATER, MULTIPLEXED ELECTRICAL SYSTEM, 25 TV'S, LARGE TOUCH SCREEN TV, SATELLITE TV DISH W/ 3 RECEIVERS, TV ANTENNA, MODULATED A/V SYS, PBX PHONE SYS W/ 9 PHONES, BROADBAND SATELLITE, MAST W/ CAMERA & ANTENNA PREPS, PREWIRE 12 RADIOS, ANTENNA RACEWAY, CAT 6 COMPUTER NETWORK WITH MULTI-FUNCTION PRINTER, WIRELESS NETWORK, ELECTRONICS RACKS, RADIO INTEROPERABILITY, EXT. STORAGE, WEATHER STATION, NIGHT SCAN LIGHT TOWER, AWNING, LADDER, LEVELING SYS, EMERGENCY LIGHTING, SIREN, SCENE LIGHTS, GRAPHICS. PRICE INCLUDES FEDERAL EXCISE TAX.	MCC332576	Freightliner	3.70%
CAB/CHASSIS MOBILE OUTREACH VEHICLE WITH A 24' LONG ALL ALUMINUM BODY WITH A WHEELCHAIR LIFT, AWNING, LAVATORY AREA, WORKSTATIONS AND SEATING AREA.	C340RC022415 - chg model #	Freightliner	3.70%
Chassis 250 hour/ 6-month or 7500 miles	Ambulance Type I, II, III	Siddons-Martin Emergency	NA

		Group	
Chassis Service Preventative Maintenance	Medium Duty Vehicles	Siddons-Martin Emergency Group	NA
Chevrolet 2148 Warrior III G3500 - Gas + Conversion		Osage	12%
Chevrolet 2168 Super Warrior III G4500 - Gas + Conversion		Osage	12%
CHEVROLET SILVERADO SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV09	VCI Emergency Vehicle Specialists	5%
CHEVROLET SUBURBAN FLEET CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV08	VCI Emergency Vehicle Specialists	5%
Chevrolet Tahoe SSV Chassis 4x4, Command Vehicle	Maverick	FLYMOTION, LLC	2%
CHEVROLET TAHOE SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV07	VCI Emergency Vehicle Specialists	5%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x4 Reg Cab-84CA" w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%

Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Chevy G-3500 Paraliner Type III 147" Body NA 75	Paraliner	Life Line	3%
Chevy G-4500 Superliner Type III 167" Body NA 72	Superliner	Life Line	3%
Chevy G-4500 Superliner Type III 171" Body NA 73	Superliner	Life Line	3%
Chevy G-4500 Victoryliner Type III 167" Body NA	Victoryliner	Life Line	3%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12'XT	Frazer, Ltd.	0%
Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	Type III - 12' Remount	Frazer, Ltd.	0%
Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	Type III - 14' Remount	Frazer, Ltd.	0%
Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Chevy HD 4500 Highliner Type I 171" Body 4 x 2 Die	Highliner	Life Line	3%
Chevy HD 5500 Highliner Type I 171" Body 4 x 2 Die	Highliner	Life Line	3%
Chevy T-III Remount Standard Package (includes Mirrors) - NON-OSAGE MODULE		Osage	12%
Chevy T-III Remount Standard Package (includes Mirrors) - OSAGE MODULE		Osage	12%
Chief XL Type I: Chevy 5500 4x2 /189" Wheelbase / 72"Headroom/169" L Full Seam Welded Module-Sliding Side Door/ Diesel	BCXI-C5500	Braun	5.0%
Chief XL Type I: Ram 5500 4x2 /192" Wheelbase/ 72" Headroom/ 169" L Full Seam Welded Module-Sliding Side Door/ Diesel	BCXLI-R5500	Braun	5.0%
Chief XL Type I: Ford F-450 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	BCXLI-F450	Braun	5.0%
Chief XL Type I: Ford F-550 4x2 / 193" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Diesel	BCXLI-F550	Braun	5.0%
Chief XL Type III: Chevy G-4500 / 159" Wheelbase / 72" Headroom / 169" L Full Seam Welded Module - Sliding Side Door / Gas	BCXLIII-C4500	Braun	5.0%
Chief XL Type III: Ford E-450 4x2 / 158" Wheelbase / 72" Headroom / 169"L Full Seam Welded Module - Sliding Side Door / Gas	BCXLIII-E450	Braun	5.0%
Command Center, Medium duty, 26000 lb GVWR, Aluminum modified dry freight body, 28ft, aluminum interior cabinets, work stations, 120v power.	AM2XSC14	First Priority	10%
Command upfit 2021+ Chevy Tahoe	Chief 2 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2015+ Ford F-150	Chief 1 Upfit	Alpha One Firetrucks, LLC	5%
Command upfit on 2019+ Chevy Silverado	Chief 3 Upfit	Alpha One Firetrucks, LLC	5%
Commercial cutaway chassis 24' overall length, two rooms for workstations and conference area, can be used for HNT, command, etc. Three TVs, galley area, bench seating, cabinets, generator & shore power.	SS24RC-CC	Ford	3.70%
Commercial utility body, Ford F-550 11ft walk-in body, steel, painted, 9 compartments, console, emergency lighting.	AM2XSB09	First Priority	10%
CONVENTIONAL CAB CHASSIS, 49,000-LB GVWR, TANDEM, 330 HP, ALLISON 3000 TRANSMISSION, DUAL 50 GAL FUEL TANKS, 20 KW GENERATOR, GALLEY, LAVATORY, FRONT AND REAR SLIDE-OUTS, 3 WORKSTATIONS WITH 3 STOOLS, BENCH SEATING, ALUMINUM CABINETS, 13 FLOOR DRAINS, LARGE EXPANDABLE HOLDING CELL, 5 TRANSIT SEATS, INTERIOR SURVEILLANCE PACKAGE, 1 DRE AREA, 4 BREATH TESTING AREAS. 3 PRVS. 4 AIR CONDITIONERS. 3 ELECTRIC	BATMCC331759	Freightliner	3.70%

HEATERS, 1 TV/1 DVR, 9 PREWIRE CAT 6 COMPUTER NETWORK WITH 9 DOCKING STATIONS, 2 FAX/SCAN/PRINTER, 1 FIXED WIRELESS PREP/1 PHONE, PREWIRE 1 RADIO, 9 RADIO MODEMS. PRICE INCLUDES FEDERAL EXCISE TAX.

CREW CAB CHASSIS, DIESEL, 2WD, 26,000-LB GVWR, 300 HP, ALLISON 2500 EVS TRANSMISSION, DUAL 50 GAL FUEL TANKS, 12 KW GENERATOR, ROBOT RAMP & STORAGE W/FLOOR TIE DOWNS, 4 ROLL-UP DOORS, BACKUP CAMERA, CUSTOM CONSOLE IN CAB, GALLEY W/MICROWAVE & REFRIGERATOR, ALUMINUM CABINETS, WORKSTATION W/OFFICE CHAIR, BENCH SEATING, BOX PAN SHELVES W/DRI-DEK, ELECTRONICS RACK, SCBA QUICK-STORAGE RACK, 1 PRV, 2 ACS, 1 DIESEL FURNACE, 2 TRI-POD LIGHTS, 1 CORD REEL, 3 TVS/1 DVR, PREWIRE 2 RADIOS, 4 SURVEILLANCE CAMERAS, MODULATED AV SYSTEM, 2 MASTS, PREWIRE FOR MICROWAVE RECEIVER AND ANTENNA, NETWORK MAST CAMERA, ALARM SYSTEM, PASS THROUGH, EXTERIOR STORAGE, EMERGENCY LIGHTING, SCENE LIGHTS, EXTERIOR LADDER, AWNING, LEVELING SYSTEM, EXTERIOR WORKSTATION W/MONITOR	EODMCC202488	Freightliner	3.70%
Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	CRU-22	Frontline Communications	5.5%
Custom Command Center, 30 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	AM2XSC15	First Priority	10%
Custom Command Center, 40 ft custom aluminum body, 3 rooms, network, 120 vac, heat & AC, Camera system,	AM2XSC15	First Priority	10%
Custom response unit on a Ford F650, diesel, with a 16' walk around aluminum body w/9 compartments	10-75-MRSQ-16AE-WA-FD	10-75 Emergency Vehicles	10%
Custom response unit on a Ford F650, diesel, with a 16' walk in aluminum body w/8 compartments and rear entry door	10-75-MRSQ-16AE-WI-FD	10-75 Emergency Vehicles	10%
Custom response unit on a Freightliner diesel, with a 16' walk around aluminum body w/9 compartments	10-75-MRSQ-16AE-WA-FL	10-75 Emergency Vehicles	10%
Custom response unit on a Freightliner diesel, with a 16' walk in aluminum body w/8 compartments and rear entry door	10-75-MRSQ-16AE-WI-FL	10-75 Emergency Vehicles	10%
Customer Supplied Type I Chevy K3500 4x2 Diesel chassis plus Customers ambulance module	AM20SE13	First Priority	10%
Customer Supplied Type I Chevy K3500 4x2 Gas chassis plus Customers ambulance module	AM20SE15	First Priority	10%
Customer Supplied Type I Chevy K3500 4x4 Diesel chassis plus Customers ambulance module	AM20SE14	First Priority	10%
Customer Supplied Type I Chevy K3500 4x4 Gas chassis plus Customers ambulance module	AM20SE16	First Priority	10%
Customer Supplied Type I Chevy K4500 4x2 Diesel chassis plus Customers ambulance module	AM20SE17	First Priority	10%
Customer Supplied Type I Chevy K4500 4x4 Diesel chassis plus Customers ambulance module	AM20SE18	First Priority	10%
Customer Supplied Type I Dodge R4500 4x2 chassis plus Customers ambulance module	AM20SE19	First Priority	10%
Customer Supplied Type I Dodge R4500 4x4 chassis plus Customers ambulance module	AM20SE20	First Priority	10%
Customer Supplied Type I Ford F350 4x2 Diesel chassis plus Customers ambulance module	AM20SE05	First Priority	10%
Customer Supplied Type I Ford F350 4x4 Diesel chassis plus Customers ambulance module	AM20SE06	First Priority	10%
Customer Supplied Type I Ford F450 4x2 Diesel chassis plus Customers ambulance module	AM20SE07	First Priority	10%
Customer Supplied Type I Ford F450 4x2 Gas chassis plus Customers ambulance module	AM20SE09	First Priority	10%
Customer Supplied Type I Ford F450 4x4 Diesel chassis plus Customers ambulance module	AM20SE08	First Priority	10%
Customer Supplied Type I Ford F450 4x4 Gas chassis plus Customers ambulance module	AM20SE10	First Priority	10%
Customer Supplied Type I Ford F550 4x2 Die+E13:E25sel chassis plus Customers ambulance module	AM20SE11	First Priority	10%
Customer Supplied Type I Ford F550 4x4 Diesel chassis plus Customers ambulance module	AM20SE12	First Priority	10%

Customer Supplied Type I Med Duty F600 Diesel chassis plus Customers ambulance module	AM20SE23	First Priority	10%
Customer Supplied Type I Med Duty Freightliner Diesel chassis plus Customers ambulance module	AM20SE22	First Priority	10%
Customer Supplied Type I Med Duty International Diesel chassis plus Customers ambulance module	AM20SE21	First Priority	10%
Customer Supplied Type III Chev G3500 chassis plus Customers ambulance module	AM20SE03	First Priority	10%
Customer Supplied Type III Chev G4500 chassis plus Customers ambulance module	AM20SE04	First Priority	10%
Customer Supplied Type III Ford E350 chassis plus Customers ambulance module	AM20SE01	First Priority	10%
Customer Supplied Type III Ford E450 chassis Customers ambulance module	AM20SE02	First Priority	10%
Discount of 3M Graphics Material Published MSRP Pricing	VARIES	3M Company	6%
Discount off Brigade Camera Published MSRP Pricing	VARIES	Brigade Camera	6%
Discount off Buckstop Published MSRP Pricing	VARIES	Buckstop	6%
Discount off CompX Lock Products Published MSRP Pricing	VARIES	CompX	6%
Discount off Cradlepoint Published MSRP Pricing	VARIES	CradlePoint	6%
Discount off Firecom Published MSRP Pricing	VARIES	Firecom	6%
Discount off Gamber Johnson Published MSRP Pricing	VARIES	Gamber Johnson	6%
Discount off Knox Products Published MSRP Pricing	VARIES	Knox	6%
Discount off Kussmaul Published MSRP Pricing	VARIES	Kussmaul	6%
Discount off Liquid Spring Products Published MSRP Pricing	VARIES	Liquid Spring	6%
Discount off OnSpot Products Published MSRP Pricing	VARIES	OnSpot	6%
Discount off Oralite Graphics Products Published MSRP Pricing	VARIES	Oralite	6%
Discount off Progressive Dynamics Published MSRP Pricing	VARIES	Progressive Dynamics	6%
Discount off Rosco Vision Published MSRP Pricing	VARIES	Rosco Vision	6%
Discount off Sound Off Published MSRP Pricing	VARIES	Sound Off	15%
Discount off Technimount Published MSRP Pricing	VARIES	Technimount	6%
Discount off Warn Published MSRP Pricing	VARIES	Warn	6%
Discount off Westin Published MSRP Pricing	VARIES	Westin	6%
Discount off Whelen Published MSRP Pricing	VARIES	Whelen	10%
Discount off Willburt Published MSRP Pricing	VARIES	Willburt	6%
DODGE DURANGO PURSUIT, AWD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV06	VCI Emergency Vehicle Specialists	5%
Dodge RAM Type-I Remount Standard Package - NON-OSAGE MODULE		Osage	12%
Dodge RAM Type-I Remount Standard Package - OSAGE MODULE		Osage	12%
E-Series T-III Remount Standard Package - NON-OSAGE MODULE		Osage	12%
E-Series T-III Remount Standard Package - OSAGE MODULE		Osage	12%
E450 ENCLOSED COMPARTMENTALIZED BODY FOR CRIME SCENE INVESTIGATION	CF013CRIME SCENE INVESTIGATIVE UNIT	Chastang Enterprises-Houston, LLC	5%
ELECTRIC TRANSIT SUPPORT UNIT WITH CUSTOM INTERIOR AND SHELVEING; GRAPHICS	CF020 E-TRANSIT SUPPORT VEHICLE	Chastang Enterprises-Houston, LLC	5%
Emergency Response Unit, Ford F550, 108" walk-around steel body, 7 compartments, painted, console, emergency lighting.	AM2XSB01	First Priority	10%
Emergency Response Unit, Ford F550, 144" walk-around steel body, 9 compartment, painted, console, emergency lighting.	AM2XSB02	First Priority	10%
Emergency Response Unit, Freighliner Medium Duty Chassis with 20ft length custom aluminum apparatus body, 10 compartments, roll doors, painted, console, emergency lighting.	AM2XSB08	First Priority	10%
EOD MOBILE COMMAND UNIT ON A COMMERCIAL CUTAWAY VAN WITH	SS23EEQ-CC	Ford	3.70%

14' LONG LOAD SPACE CUSTOM DRY VAN BODY. LED EMERGENCY LIGHTING. ONE WORKSTATION WITH CHAIR. ROBOT STORAGE WITH TIE DOWNS AND FOLDING RAMP AT REAR OF VEHICLE. REFRIGERATOR. CUSTOM FABRICATED ALUMINUM CABINETS FOR VARIOUS STORAGE USES. HVAC, AC ELECTRICAL SYSTEM WITH 2800 WATT INVERTER, 12VDC ELECTRICAL SYSTEM. PREP WIRING FOR CUSTOMER SUPPLIED RADIOS.

EOD/MOBILE COMMAND CENTER. CONVENTIONAL CAB CHASSIS, 33,000-LB GVWR, 330 HP, ALLISON 3000 EVS TRANSMISSION, DUAL 40/50 GAL FUEL TANKS, 12 KW GENERATOR, ELECTRIC WINCH, SIDE LIFT GATE, GRAPHICS, BACK-UP CAMERA, DOOR AJAR LIGHT, REFRIGERATOR, 2 CHAIRS, ALUMINUM CABINETS, 2 AIR CONDITIONERS, 2 TRIPOD LIGHTS, LIGHT TOWER, 4 LED TVS, DVR, PREWIRE DSS RECEIVER, TV ANTENNA, MODULATED VIDEO SYSTEM, 26 FT MAST W/NETWORK CAMERA, 3 RADIO PREWIRES, 2 LAND LINE PHONES, 2 FIXED WIRELESS PREPS, COMPUTER NETWORK, MULTI-FUNCTION PRINTER, ALARM SYSTEM, WEATHER STATION, GPS, EXTERIOR COMPARTMENTS, AWNING, ROOF ACCESS LADDER, LEVELING SYSTEM. CUSTOM FABRICATED CAB CONSOLE. INCLUDES ROBOT STORAGE AREA.	EODMCC241954	International	3.70%
EXPEDITION XL SSV COMMAND UNIT WITH EMERGENCY LIGHTING; GRAPHICS	CF005 EXPEDITION SSV EVS COMMAND UNIT	Chastang Enterprises-Houston, LLC	5%
EXPLORER POLICE INTERCEPTOR COMMAND UNIT WITH EMERGENCY LIGHTING, GRAPHICS	CF006 EXPLORER INTERCEPTOR EVS COMMAND UNIT	Chastang Enterprises-Houston, LLC	5%
Express Plus Type I: Chevy 4500HD 4x2 / 165"WB / 72"HR/150"L Full Seam	BEP1-C	Braun	5.0%
Express Plus Type I: Dodge Ram R-4500 4x2 / 168.5" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	BEP1-D	Braun	5.0%
Express Plus Type I: Ford F-450 4x2 / 169" Wheelbase / 72" Headroom / 150"L Full Seam Welded Module - Sliding Side Door / Diesel	BEP1-F	Braun	5.0%
Express Type III: Chevy G-3500 4x2 / 139" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	BEPIII-C	Braun	5.0%
Express Type III: Ford E-350 4x2 / 138" Wheelbase / 68" Headroom / 144"L Full Seam Welded Module - Sliding Side Door / Gas	BEPIII-F	Braun	5.0%
EXTENDED CAB CHASSIS, DIESEL, 2WD, 26,000-LB GVWR, 300 HP, ALLISON 2500 EVS TRANSMISSION, DUAL 50 GAL FUEL TANKS, 8 KW GENERATOR, ROBOT RAMP & STORAGE W/FLOOR TIE DOWNS, CRAWL THROUGH, BACKUP CAMERA, ALUMINUM CABINETS, CUSTOM CONSOLE IN CAB, WORKSTATION W/OFFICE CHAIR, BENCH SEATING, 1 PRV, 2 AIR CONDITONERS, 1 ELECTRIC HEATER, 1 DIESEL FURNACE, 3 TVS/1 DVR, PREWIRE 2 RADIOS, PREWIRE ROBOT ANTENNA, ALARM SYSTEM, EMERGENCY LIGHTING, SCENE LIGHTS, AWNING, EXTERIOR WORKSTATION	EODMCC202174	Freightliner	3.70%
F-Series T-I Remount Standard Package - NON-OSAGE MODULE		Osage	12%
F-Series T-I Remount Standard Package - OSAGE MODULE		Osage	12%
F150 Lightning EV Response	FL-EV-F150-RSP	FastLane	6%
F150 Lightning EV Command	FL-EV-F150-CMD	FastLane	6%
F150 POLICE RESPONDER EQUIPPED WITH EMERGENCY LIGHTING AND GRAPHICS	CF001 F150 RESPONDER RAPID RESPONSE / COMMAND	Chastang Enterprises-Houston, LLC	5%
F150 SPECIAL SERVICE VEHICLE WITH EMERGENCY LIGHTING; GRAPHICS	CF004 F150 SSV QUICK RESPOSE UNIT	Chastang Enterprises-Houston, LLC	5%
F250 RESPONSE COMMAND VEHICLE; GAS ENGINE	CF002 F250 RAPID RESPONSE / SCENE COMMANDER UNIT	Chastang Enterprises-Houston, LLC	5%
F350 9' CRIME SCENE UNIT; TRANSPORTATION AND STORAGE OF CRIME SCENE INVESTIGATIVE EQUIPMENT	CF014 CRIME SCENE INVESTIGATIVE UNIT	Chastang Enterprises-Houston, LLC	5%
F350 RESPONSE / RESCUE ; GAS ENGINE	CF003 F350 RESPONSE UNIT	Chastang Enterprises-Houston, LLC	5%
F550 ASSESS EMERGENCY OR DISASTER STUATION FROM AN ELEVATED VANTAGE POINT	CF019 DISASTER ASSESSMENT VEHICLE	Chastang Enterprises-Houston, LLC	5%
F550 WITH 12' TEMPERATURE CONTROLLED BODY; WALL MOUNTED GURNEYD AND LIFE SUPPORT FOR CASUALTY REMOVAL FROM A DISASTER AREA	CF007 EPEU - EMERGENCY PATIENT	Chastang Enterprises-Houston, LLC	5%

EVACUATION			
F600 WITH 12' REFRIGERATED TO MORGUE LEVEL DESIGNED TO TRANSPORT OR PROVIDE STORAGE FOR DISASTER CASUALTIES	CF008 CEU - CADAVER EVACUATION UNIT	Chastang Enterprises- Houston, LLC	5%
F750 WITH CUSTOM HIGH WATER RESCUE BODY	CF010 F750 HIGH WATER RESCUE	Chastang Enterprises- Houston, LLC	5%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-10SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-10SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-10SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-10AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-10AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 10' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-10AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-12AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-12AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 12" Aluminum Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-12AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9AE-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9AE-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Extruded Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9AE-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Aluminum Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9AF-RM	10-75 Emergency	10%

		Vehicles	
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, Ford F550, Front Console, LED Lighting Package	10-75-FRV-9SF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, GM 5500, Front Console, LED Lighting Package	10-75-FRV-9SF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Dual Rear Wheel, 9' Steel Formed Body, Ram 5500, Front Console, LED Lighting Package	10-75-FRV-9SF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, Ford F350, Front Console, LED Lighting Package	10-75-FRV-7AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, GM 3500, Front Console, LED Lighting Package	10-75-FRV-7AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 7' Aluminum Formed Body, Ram 3500, Front Console, LED Lighting Package	10-75-FRV-7AF-RM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, Ford F350, Front Console, LED Lighting Package	10-75-FRV-8AF-FD	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, GM 3500, Front Console, LED Lighting Package	10-75-FRV-8AF-GM	10-75 Emergency Vehicles	10%
Fast Response Vehicle, Single Rear Wheel, 8' Aluminum Formed Body, Ram 3500, Front Console, LED Lighting Package	10-75-FRV-8AF-RM	10-75 Emergency Vehicles	10%
FastLane Manufactured Parts (% off MSRP)	FLEVPARTS	FastLane	6%
First Responder (UCV) Remount on Customer Provided Chassis	First Responder (UCV) Remount	Frazer, Ltd.	0%
Ford 2148 Warrior I F450 4x2 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x2 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x4 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2148 Warrior I F450 4x4 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2148 Warrior III E350 - GAS + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x2 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x2 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x4 w/ Liquid Spring - Diesel + Conversion		Osage	12%
Ford 2168 Super Warrior I F550 4x4 w/ Liquid Spring - Gas + Conversion		Osage	12%
Ford 2168 Super-Warrior III E450 GAS + Conversion		Osage	12%
FORD 550 WITH 11' BODY AND GENERATOR POWER AND HOOK UPS DESIGNED TO POWER A COMMAND STATION	CF016 DPU - DISASTER POWER UNIT	Chastang Enterprises-Houston, LLC	5%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12XT	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	Type III - 12' Remount	Frazer, Ltd.	0%
Ford E-350 Paraliner Type I 147" Body NA 78	Paraliner	Life Line	3%
Ford E-350 Paraliner Type III 147" Body NA 74	Paraliner	Life Line	3%
Ford E-450 - Gas	Type III	Excellance	1.00%
Ford E-450 100" CA, 166" Box - Gas	Type III L	Excellance	1.00%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 14' Remount	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 12'	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 12XT	Frazer, Ltd.	0%
Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	Type III - 14'	Frazer, Ltd.	0%
Ford E-450 Superliner Type III 167" Body NA 70	Superliner	Life Line	3%
Ford E-450 Superliner Type III 171" Body NA 71	Superliner	Life Line	3%

Ford E-450 Victoryliner Type III 167" Body NA 76	Victoryliner	Life Line	3%
FORD EXPEDITION MAX SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV03	VCI Emergency Vehicle Specialists	5%
Ford Expedition MAX, Command Vehicle, Console, Rear Command Cabinet, LED Lighting Package	10-75-SUV-COM-EXMAX	10-75 Emergency Vehicles	10%
FORD EXPEDITION SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV02	VCI Emergency Vehicle Specialists	5%
Ford Expedition, Command Vehicle, Console, Rear Command Cabinet, LED Lighting Package	10-75-SUV-COM-EX	10-75 Emergency Vehicles	10%
Ford Expedition, EMS Response Vehicle, Console, Rear Storage Cabinet, LED Lighting Package	10-75-SUV-ERS-EX	10-75 Emergency Vehicles	10%
FORD F-150 CREW CAB SSV CONVERSION, 4WD, BASE WARNING LIGHT PACKAGE, SHORELINE CHARGING	VCICONV04	VCI Emergency Vehicle Specialists	5%
Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 4x2 - Diesel	Type I	Excellance	1.00%
Ford F-450 4x2 108" CA, 172" Box - Diesel	Type IL	Excellance	1.00%
Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%

Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%

Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Gas 4x2 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	Type I - 14' Mobile Training Unit	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 10'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-60"CA w/ Steel wheels	First Responder (UCV) - 9'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'XT	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12'	Frazer, Ltd.	0%
Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	Type I - 12' Remount	Frazer, Ltd.	0%
Ford F-450 Paraliner Type I 147" Body 4 x 2 Diesel	Paraliner	Life Line	3%
Ford F-450 Paraliner Type I 147" Body 4 x 2 Gas	Paraliner	Life Line	3%
Ford F-450 Paraliner Type I 147" Body 4 x 4 Diesel	Paraliner	Life Line	3%
Ford F-450 Paraliner Type I 147" Body 4 x 4 Gas	Paraliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 2 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 2 Gas	Superliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 4 Diese	Superliner	Life Line	3%
Ford F-450 Superliner Type I 167" Body 4 x 4 Gas	Superliner	Life Line	3%
Ford F-450 Superliner Type I 171" Body 4 x 2 Diese	Superliner	Life Line	3%





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Product Description

Type I, back entry, Ford F450

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Contract

AM10-23 Ambulances, EMS, and Other Special Service Vehicles

Price

\$268,759.00

Keyword(s)

Ambulance

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Discount

3%

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Suppliers Offering This Product

Professional Ambulance Sales & Service LLC dba SERVS

Tim Hutchens

tim.h@servsllc.com

Phone: (800) 561-6070

Fax:

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Contact HGACBuy

Loleta Chappel

loleta.chappel@h-gac.com

Phone: 713-993-2486

Fax: 713-993-4548

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Rachel Laurie Riddle
Chief Examiner

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), 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 H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 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 H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC'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 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of India Bracey to operate a sedan service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on July 8, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of India Bracey for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, India Gracey, individually or on behalf of Jenny's on the role, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

India Gracey

Mobile Business Address:

Telephone

Trade Name (d/b/a):

II. Business Information

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

Birthdate:

Mobile Residence:

Address
code

City

State

Zip

Telephone Number:

Driver's License #:

Residing in Mobile County: Years:

29

Months:

2

U.S. Citizenship:

Yes

☒

No

☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

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

Incorporated _____ State of Incorporation _____

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

Business Address: _____



(If different from address provided in Part I)

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

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

N/A

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐

Sedan ☒

Shuttle ☐

Horse Drawn Carriage ☐

Other ☒

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday-Friday 9-6

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Cherokee

Year: 2019

Model: Jeep

Make: _____

Year: _____

Model: _____

Make: _____

Year: _____

Model: _____

Make: _____

Year: _____

Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: India Bracey

Nickname(s) or Maiden Name: Indio Bracey

Current Address: _

Previous Address: _

Personal Description:

Height: 5.6

Weight: 274

Hair Color: Black

Eye Color: Brown

Social Security Number: _

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

India Bracey
Signature

5/19/25
Date signed



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

India Bracey
Applicant's Signature

NAME OF ENTITY:

Jenny's on the Isle

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS

19th DAY OF May, 2025

Jacquita C. Powell
Notary Public
Commission Expires: 8/6/25





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

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: India Bracey
Date of Birth: _____
Present Address: 1111 2000

Home Phone Number: _____ Work Phone Number: _____

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

Present Employer and Address: Walmart/1095 Industrial Pkwy Saraland, AL 36571
Present Position/Title: Apparel

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

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

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

India Bracey
Signature

5/14/25
Date Signed

Personal Data Report

NOT VALID WITHOUT

EMBOSED SEAL

OF THE MOBILE

POLICE DEPARTMENT

General Descriptors

Name: BRACEY, INDIA SAMARIA MAURSHEY

Address:

Nick Name:

Phone: - - -

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 30

Weight: 180

Eyes: BROWN

Height: 5'06"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

A RECORD

CHECKED BY: *[Signature]*

DATE: 5/19/2025

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last_Name : bracey

First_Name : india

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>213080279201</u>	2130802792		I, INDIA RAMAURSHEY	4/1/1995	UNKNOWN LOCATION UNKNOWN,	NORFUS, IVAN	CONV		CRIMINAL TRESPASSING 3RD

1 Records Selected