



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, July 8, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Tom Heard, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

July 1, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Darryl Cheese for a waiver of the Noise Ordinance at the corner of Dr. Martin Luther King, Jr. Avenue and Belsaw Avenue on July 7-11, 2025, from 7:00 - 10:00 p.m. (District 2).

Request of Jillian Saffle for a waiver of the Noise Ordinance at 22 S. Reed Avenue on October 18, 2025, from 6:00 p.m. - 10:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to consider the application of India Bracey for a Certificate of Public Convenience and Necessity to operate a sedan service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Creola Ruffin - Hall of Fame Walk and Gulf Coast Ethnic & Heritage Jazz Festival.

Ty Burden - request the Jawan Dallas video be made public.

Tremaine Williams - present programs by the Crescent Theater.

12. ORDINANCES HELD OVER

64-032 Consider rezoning property located at 5105, 5109, and 5111 Overlook Road from R-1 to B-2 (sponsored by Councilmember Gregory).

64-033 Consider the proposed modification of a previously approved Planned Unit Development for property located at 6109 Howells Ferry Road (sponsored by Councilmember Gregory).

88-034 Ordinance authorizing the sale of 2976 First Avenue for the purpose of affordable housing (sponsored by Mayor Stimpson) (submitted by James Roberts, Community Housing Development).

13. RESOLUTIONS HELD OVER

01-899 Authorize Agreement with Chris Murphy to provide Racquet stringer services for Parks & Recreation Dept. (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

01-901 Authorize amendment to Purchase and Sale Agreement with One Water, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-905 Authorize contract with ECS Southeast, LLC for 2024 PAYGO Resurfacing Commission District 3; \$65,000.00; (sponsored by Councilmembers Reynolds & Woods, and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-906 Authorize contract with Harwell & Company, LLC for 2024 PAYGO Resurfacing Commission District 3; \$2,916,502.26 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

09-907 Appropriate funds in the Capital Improvement Fund to Capital Project Animal Shelter; \$7,700,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-908 Appropriate funds in the Municipal Government Capital Improvement Fund to Capital Project Animal Shelter; \$2,300,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-909 Transfer funds from General Fund Operating to Capital Improvement Fund Capital Project #C0855; \$1,500,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

14. ORDINANCES BEING INTRODUCED

63-036 Ordinance to Amend Section 63-028 of the Code of the City of Mobile (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-911 Concur in the re-appointment of Dr. Reginald Sykes to the Mobile County Board of Human Resources (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

37-912 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Stevie's Kitchen Midtown; 110 S. Florida Street (sponsored by Councilmember Penn).

37-913 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to El Patio; 4451 Government Boulevard (sponsored by Councilmember Reynolds).

58-914 Assess costs for removal of weeds, Repeat Weed Lien Group 89.

60-915 Approve award of special bonus to the Engineering & Infrastructure Employee of the Month; Williams (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Eng. & Infrastructure).

60-916 Determine an appropriation to Africatown Plateau Pacers serves a public

purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-917 Determine an appropriation to Down the Bay Block Club serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-918 Determine an appropriation to Boys & Girls Club of South Alabama serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-919 Determine an appropriation to Municipal 50 Boyz Raiders serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS INTRODUCED

08-920 Approve purchase order to Advanced Polymer Technology Corp for resurfacing materials for Medal of Honor Park tennis courts; \$19,577.16 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-921 Approve purchase order to B & L Cable Construction, LLC for conduit for Langan Park irrigation system; \$15,442.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-922 Approve purchase order to Carahsoft for subscription for critical event discovery software for Gulf Coast Technology Center; \$30,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-923 Approve purchase order to DLX Enterprises, LLC for water rescue dry suits for MFRD; \$16,125.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-924 Approve purchase order to Jerry Pate Turf & Irrigation, Inc. for chemical applicator for Parks Dept.; \$22,418.08 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-925 Approve purchase order to Emergency Equipment Professional, Inc. for repairs to aerial fire truck for MFRD; \$95,322.63 (sponsored by Mayor Stimpson)

(submitted by John Paine, Purchasing Dept.).

08-926 Approve purchase order to Ferno Washington, Inc. for preventative maintenance and extended warranty for 5 ambulance cots for MFRD; \$24,055.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-927 Approve purchase order to Global Industries, Inc. for new furniture for Build Mobile GIS offices; \$23,559.18 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-928 Approve purchase order to North American Fire Equipment Co., Inc. for blocking hoods for MFRD; \$63,600.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-929 Approve purchase orders to RBC Vegetation Management, LLC for right-of-way tree maintenance and removal on Azalea Road; \$149,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-930 Approve purchase order to SHI International Corp for renewal of service request management software for MIT; \$22,430.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-931 Approve purchase order to Stryker Sales Corporation for preventative maintenance services for chest compression devices for MFRD; \$59,240.70 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-932 Reallocate funds from Capital Improvement Fund Project Equipment-Tennis to Capital Project Copeland Cox Tennis Center for tennis court repairs and resurfacing; \$128,615.16 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

13-933 Authorize Change Order No. 1 with Wiregrass Construction Company, Inc. for U.S. Hwy 45 Streetscape Improvements; \$527,041.12 increase (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

23-934 Authorize Easement Agreement with Robertson Construction Co., LLC and Colony Woods Townhomes Owners Association, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

37-935 Consider the application of India Bracey for a Certificate of Public Convenience and Necessity to operate a sedan service.

18. CALL FOR PUBLIC HEARINGS

41-936 Call for public hearing to consider the application of Gwendolyn and Darrin Clark for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service (scheduled for July 22, 2025).

19. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Darryl D. Cheese
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-463-8610

Organization (if applicable) Church of Divine Restoration

Mailing Address of Applicant 3315 Dauphin Island Pkwy

Telephone No. 251-463-8610 E-mail address vdcheese13@gmail.com

Location or address of event where amplification will be used:

Corner of Martin Luther King Ave and Belsaw Ave.

Date of Event: 7-7-25 thru 7-11-25 Starting Time: 7:00 pm Ending Time 10:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Revival (church service)

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

Music containing obscene language or profanity is prohibited

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



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(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

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

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: Jillian Saffle

PLEASE PRINT ALL INFORMATION

Home Phone Number: 504-252-7320 Cell Number: _____

Organization (if applicable) _____

Mailing Address of Applicant 22 S Reed Ave. Mobile, AL 36604

Telephone No. 504-252-7320 E-mail address jesaffle@gmail.com

Location or address of event where amplification will be used:

S Reed Ave. located between Dauphin St. and McGill Ave.

Date of Event: 10/18/2025 Starting Time: 6:00 PM Ending Time 10:00 PM

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

Type of Event: Neighborhood street party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

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)
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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
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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:

DATE:

[Signature]
5/19/2025

Arrests Report -MOBILE POLICE DEPARTMENT

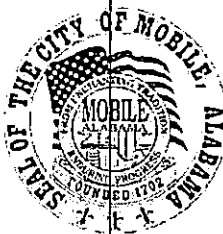
Sorted by Arrest_Number, Arrest_Date, Arrest_Time

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



CITY CLERK DEPARTMENT
2025 JUN 30 PM 3:45

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to: City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Creola G. Ruffin Date: June 29, 2025

Address: 357 Adler Avenue, Mobile, Al. 36604

Phone: (251) 478-4027 Email: ruffinatlaw@aol.com

Date to Address City Council: July 8, 2025

Subject and/or specific questions (must complete):
Gulf Coast Ethnic & Heritage Jazz Festival, Honoring Mobile Jazz Legends and Music
Hall and Walk of Fame.

How does this pertain to city business (must complete):
This pertains to city tourism and Mobile's Music History.

Signature: Creola G. Ruffin

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, July 3, 2025 8:21:43 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, July 2, 2025 4:15 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Tremaine Williams
Date To Address Council: 2025-07-08
Address: 208 Dauphin St, Mobile AL 36602
Email: tre.will4u@gmail.com
Phone: 251-398-2952
Subject And Specific Questions: Crescent Theater programs
Pertain To City Business: Tax payer
Signature: Tre Williams
Signature Verify: X
Agree: X
Date Submitted: 2025-07-02 16:15:34

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 to Consider the Proposed Rezoning
of Property Located at 5105, 5109, and 5111 Overlook Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 27, 2025**, a public hearing will be held on the 1st day of **July, 2025**, at 10:30 a.m., to consider adoption of an ordinance for consider4r the proposed rezoning of property located at 5105, 5109, and 5111 Overlook Road from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOTS 2 AND 3, BLOCK, C, DRUID HOMES, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 538 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO, LOT FOUR (4), BLOCK C, DRUID HOMES, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGES 538-539 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; 2. Compliance with all Engineering, Traffic

Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 1st day of July, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 4th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 5105, 5109, and 5111 Overlook Road.

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

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

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

Sponsored by: Councilmember Gina Gregory

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

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

LOTS 2 AND 3, BLOCK, C, DRUID HOMES, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGE 538 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

ALSO, LOT FOUR (4), BLOCK C, DRUID HOMES, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 6, PAGES 538-539 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business Suburban District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**Lloyd Thomas
L Thomas Place Subdivision
5105, 5109, and 5111 Overlook Road
Council District 7
Gina Gregory**



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

May 14, 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 **Lloyd Thomas** for a change in zoning from **R-1, Single-Family Residential Suburban District**, to **B-2, Neighborhood Business Suburban District** for the property located at **5105, 5109, and 5111 Overlook Road**.

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
December 26, 2024
"CORRECTED"

Lloyd Thomas
5111 Overlook Road
Mobile, Alabama 36618

Re: 5105, 5109, 5111 Overlook Road
ZON-UDC-003059-2024
L Thomas Place Subdivision
Lloyd Thomas
District 7
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2).

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

After discussion the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

- 1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision;
- 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
- 3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$315.40**. 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.

ZON-UDC-003059-2024 5105, 5109 and 5111 Overlook Road
December 26, 2024

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 22, 2024

Lloyd Thomas
5111 Overlook Road
Mobile, Alabama 36618

Re: 5105, 5109, and 5111 Overlook Road
ZON-UDC-003059-2024
Lloyd Thomas
District 7
Rezoning from Single-Family Residential Suburban District (R-1), to Neighborhood Business Suburban District (B-2).

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

After discussion the Planning Commission heldover the request until the December 19th meeting to allow the Rezoning application to be heard concurrently with the proposed Subdivision.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
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:	Lloyd Thomas	N/A
Firm:	N/A	N/A
Phone:	251-654-5793	N/A
Email:	TLCthomas52@gmail.com	N/A
Address:	5111 Overlook Road Mobile, AL 36618	N/A

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information:

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

	Owner	Design Professional
Name:	Lloyd & Lucious Thomas, Darlene Walker	John Farrior Crenshaw
Firm:	N/A	John Farrior Crenshaw
Phone:	251-654-5793	251-463-4931
Email:	TLCthomas52@gmail.com	jfcsurveyor@yahoo.com
Address:	5111 Overlook Road Mobile, AL 36618	8024 Murray Hill Road Irvington, AL 36544

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

5109, 5111, & 5105 Overlook Road Mobile, AL 36618

0.74 acres

Property Address

02-28-02-10-10-02-002.000 & 02-28-02-10-10-02-003.000

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)

R-1

B-2

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

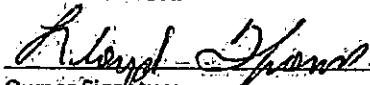
This requirement applies to any of the following applications:

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

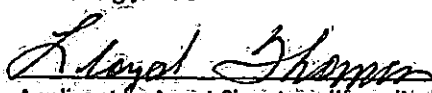
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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

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


Owner Signature

3/12/24
Date


Applicant or Agent Signature (if applicable)

3/12/24
Date

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

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


Applicant or Agent Signature

3/12/24
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information:

(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

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the
 Facilities and services are vital to the smooth operation of any city. A daycare will influence the option to create quality services and facilities where they are lacking.
 By prioritizing development in areas with existing infrastructure, maintenance becomes more efficient.

Low density residential

Future Land Use Map (FLUM) Designation

B-2

Requested Zoning

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

The properties were zoned as R-1 with an existing daycare and seamstress shop prior to the current owner purchasing it.

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

This type of establishment has the potential to create and promote a more connected community atmosphere. It creates job opportunities as well as enabling parents to to work without worrying about their children.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
 changing to a B-2 will support the existing businesses on the property.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information:

| 251.208.5895

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

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

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

The current development trends in the area are as follows: greater connectivity to the community, eventual increase in density with residential above retail and services, improve traffic flow

2. Describe the surrounding land uses:

surrounding the property are residential houses and across the street are multiple businesses

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

No potential adverse impacts on the neighboring properties as these building have existed here for years.

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

currently the properties are connected to City of Mobile Water and sewer pipes and also has underground utilities already in place

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

This proposal benefits the larger community's best interest by providing a connected community while also creating job opportunities and providing working parents a way to take care of their children while they work.

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

N/A

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information:

| 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

Lloyd & Lucious Thomas
5111 Overlook Road Mobile, AL
Date: January 22, 2024

ATTN: City of Mobile Planning and Zoning

To whom it may concern,

A few years back, Mr. Thomas bought the properties at 5109 & 5111 Overlook Road Mobile, AL. Before purchasing, the property was already established as a day care and has continued in business since. Recently, Mr. Thomas bought the property next to him at 5105 Overlook Road Mobile, AL. Before purchasing, the property was already established as a seamstress shop. Mr. Thomas would like to combine the three lots into one lot. At the time of the purchases, all lots were zoned as R-1. We would like to request a zone amendment for all properties as a B-2. A zoning amendment is necessary according to condition #4 (the subdivision of land into urban building sites makes reclassification necessary and desirable). The zone amendment will not affect the surrounding properties.

Your attention to this matter is greatly appreciated.

Notice of Neighborhood Meeting
September 5th, 2024

Dear Property Owner(s)

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that Lloyd Thomas will be submitting to the Mobile City Planning Commission:

- (1) Application Zoning Change to rezone the property at 5111 Overlook Road Mobile, AL 36618 from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1)

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

Date: September 18, 2024

Time: 4:30-6:00pm

Location: Overlook Presbyterian
Church, 5311 Overlook Road
Mobile, Alabama

You are receiving this notice because your property is within 300 feet of 5109, 5111, and 5105 Overlook Road Mobile, AL 36618, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,



Lloyd Thomas
TLC Learning Center
5111 Overlook Road Mobile, AL 36618
TLCthomas52@gmail.com



2016040198 1/3
Bk: LR7405 Pg:326
Document Type: D

Warranty Deed

JOINTLY FOR LIFE
WITH REMAINDER TO SURVIVOR

850
5000
5850
1000
6850
700
7050
STATE OF ALABAMA

COUNTY OF MOBILE

Know all Men by these Presents: That, in consideration of Fifty Thousand and no/100 Dollars (\$50,000.00) and other good and valuable consideration to it in hand paid by the Grantees herein, the receipt of which is hereby acknowledged, **COMMONWEALTH NATIONAL BANK**, (herein referred to as "Grantor") does by these presents grant, bargain, sell and convey unto **LLOYD THOMAS AND LUCIOUS THOMAS** (herein referred to as "Grantees") for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, the following described real estate situated in Mobile County, Alabama, to-wit:

Lots 2 and 3, Block, C, Druid Homes, according to plat thereof recorded in Map Book 6, Page 538 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

Property Address: 5109 & 5111 Overlook Road, Mobile, Alabama 36618

This conveyance is subject to subdivision restrictions, utility, drainage and sewer easements, and minimum setback lines, if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of Mobile County, Alabama. This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights.

1. Building setback line, drainage and utility line easements and notes or restrictions as shown on recorded plat of said subdivision.
2. Restrictive covenants dated June 20, 1955 and recorded in Deed Book 633, page 183.
3. Easement granted Alabama Power Company and Southern Bell Telephone and Telegraph Company by Druid Hoes, Inc., dated June 27, 1955, and recorded in Deed Book 647, Page 8.

4. Easement granted Alabama Power Company by Stephen H. Beck and Daisy I. Beck dated April 1, 1961 and recorded in Real Property Book 241, Page 608.
5. Easement granted Alabama Power Company by Druid Homes, Inc., dated April 26, 1961, and recorded in Real Property Book 243, Page 40.

To Have and To Hold the aforegranted premises to the said Grantees for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And the said Grantor does, for itself, its successors and assigns, covenant with said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as otherwise noted above, that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall **Warrant and Defend** the premises to the said Grantees, their heirs, personal representatives and assigns forever, against the lawful claims of all persons.

In Witness Whereof, the said Grantor has set its hand and seal this 22nd day of July, 2016.

Mobile County, Alabama
I hereto certify this instrument
filed on : 07/26/2016 09:00:00 AM
Don Davis, Probate Judge
Deed Tax: \$50.00
Mortgage Tax: \$.00
Mineral Tax: \$.00
No Tax: \$.00
Judge Fee: \$.00
S.R. Fee: \$2.00
Surcharge Fee: \$10.00
Recording Fee: \$8.50
TOTAL: \$70.50

COMMONWEALTH NATIONAL BANK

By: 

Yvette Foster E. O. P. (name/title)

STATE OF ALABAMA
COUNTY OF MOBILE

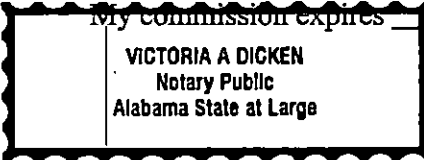
I, the undersigned notary public, in and for said county and state, hereby certify that Yvette Foster, whose name as E.V.P. of Commonwealth National Bank, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this 22nd day of July, 2016.

Victoria A. Dicken
Notary Public

My commission expires

3-31-19



GRANTEES' MAILING ADDRESS:

PO Box 17491
Spanish Fort AL 36577

GRANTOR'S MAILING ADDRESS:

PO Box 2326
Mobile, AL 36652

THIS INSTRUMENT PREPARED BY:

Douglas K. Dunning, P.C.
328 S. Sage Ave #214
Mobile, AL 36606
Telephone: 251-478-6031
File # R16-050

REAL ESTATE SALES VALIDATION

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name:	Angelia Autrey, individually and as Conservator of the Estate of Michael Douglas Autrey, an incapacitated person	Grantee's Name:	Lloyd Thomas Darlene Walker
Mailing Address:	PO BOX 8854 Mobile AL 36608	Mailing Address:	29659 Douglas Rd. Daphne AL 36526
Property Address:	5105 Overlook Road Mobile, Alabama 36618	Date of Sale:	11-29-21
		Purchase Price:	\$38,000.00

The purchase price or actual value claimed on this instrument can be verified in the following documentary evidence: (Check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☒ Sales Contract ☐ Closing Statement ☐ Appraisal ☐ Other _____

WARRANTY DEED

STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration herein to the undersigned Grantor in hand paid by the Grantees herein, the receipt whereof is acknowledged, ANGELIA AUTREY and MICHAEL DOUGLAS AUTREY, by and through his wife, Angelia Autrey, and ANGELIA AUTREY, as Conservator of the ESTATE OF MICHAEL DOUGLAS AUTREY, an incapacitated person, (hereinafter referred to as "GRANTOR") does hereby GRANT, BARGAIN, SELL and CONVEY unto LLOYD THOMAS and DARLENE WALKER (hereinafter referred to as "GRANTEES"), as tenants in common with equal interests during the period of their concurrent lives, and upon the death of either of them, the remainder to the survivor of said Grantees, in fee simple, forever, together with every contingent remainder and right of reversion, the following described real property situated in Mobile County, Alabama, to-wit:

Lot Four (4), Block C, Druid Homes, according to plat thereof recorded in Map Book 6, Pages 538-539 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

This conveyance is subject to all easements, matters of zoning, setback line requirements, reservations and restrictions which are of public record in the office of the Probate Judge of Mobile County, Alabama, to any present encroachments thereon, if any, and to the lien of real property taxes hereinafter falling due. All recording references herein refer to the Office of the Judge of Probate, Mobile County, Alabama.

FURTHER SUBJECT TO THE FOLLOWING:

1. Prior leases, grants, sales, exceptions, or reservations of minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land, together with all mining and other rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records.

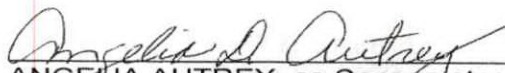
TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD to the said Grantees, as tenants in common with equal interests during the period of their concurrent lives, and, upon the death of either of them, the remainder to the survivor of said Grantees, and to the heirs and assigns of said survivor, together with every contingent remainder and right of reversion, in fee simple, forever.

AND, except as to taxes hereafter falling due, which are assumed by the Grantees and except as to the above-mentioned exceptions, the Grantor does, for Grantor and for Grantor's heirs, administrators, executors and assigns, hereby covenant with the said Grantees, and Grantees' heirs and assigns, that Grantor is seized in fee simple of said premises; that said property is free from all encumbrances, unless otherwise noted above; that Grantor has a good right to sell and convey the same as aforesaid; that Grantor will, and Grantor's heirs, administrators, executors and assigns shall warrant and defend the same to the said Grantees, and Grantees' heirs and assigns forever, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed this the 29 day of NOV, 2021.

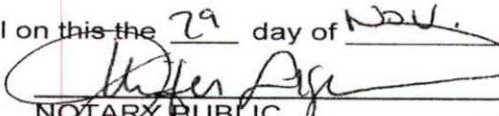

ANGELIA AUTREY


ANGELIA AUTREY, as Conservator of the
ESTATE OF MICHAEL DOUGLAS AUTREY,
an incapacitated person

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said State and County hereby certify that ANGELIA AUTREY, whose name, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily.

GIVEN under my hand and seal on this the 29 day of NOV, 2021.

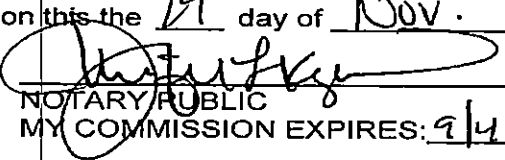

NOTARY PUBLIC
MY COMMISSION EXPIRES: 9/4/23



STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said State and County hereby certify that ANGELIA AUTREY, whose name, as Conservator of the ESTATE OF MICHAEL DOUGLAS AUTREY, an incapacitated person, 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 said conveyance, she, as Conservator of said estate, executed the same voluntarily.

GIVEN under my hand and seal on this the 29 day of NOV., 2021.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/4/23

THIS INSTRUMENT PREPARED BY:

DAVID VAUGHN, ESQ.
Post Office Box 1678
Daphne, Alabama 36526
(251) 626-2688





Neighborhood Meeting Cover Sheet

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

Date of Submittal: 9/23/24

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Rezoning

Neighborhood Meeting Date: 9/18/24

Neighborhood Meeting Time: 4:30-6:00pm

Neighborhood Meeting Location: Overlook Presbyterian Church

5311 Overlook Road Mobile, AL 36618

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

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

Applicant's Name: Lloyd Thomas

(First Name & Last Name)

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

Lloyd Thomas

Date: 9/18/24

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Neighborhood Meeting Summary

Meeting Date: 9/18/24

Meeting Time: 4:30-6:00 PM

Meeting Location: Overlook Presbyterian Church - 5311 Overlook Rd

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

We are trying to rezone the properties from a R-1 to B-2 to support a subdivision to combine the lots into one.

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

N/A

Please attach copies of the distributed information to this summary.

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

We arrived at the church to prepare at 4:15. The church had a representative with us as well. We discussed upcoming steps and the subdivision with our surveyor. No neighbors showed to our meeting. We stayed until 6:00 PM.

Neighborhood Meeting Summary

Date: 9/18/24

Applicant: Lloyd Thomas

Meeting Location: 5311 Overlook Rd

Application: Rezone R1 - B2

(Meeting summary, continued)

N/A

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

The Neighborhood Meeting ended at the following time: 6:00 PM

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

x Lloyd Thomas

Date: 9/18/24

Neighborhood Meeting

Date: 9/18/24

Time: 4:30 - 6:00 PM

Location of Neighborhood Meeting: Overlook Presbyterian Church - 5311 Overlook Road Mobile, AL

Project Location: 5111, 5109, 5105 Overlook Rd

Project/Application (e.g. Rezoning from R-1 to B-1):
Rezoning R-1 - B2

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

Michael Shannon
Date: 9/18/24

Please Sign In:

Name: John Crenshaw
Address: 8024 Murray Hill Rd
Email: jfcswetjor@yahoo.com
Phone: 251 463 4931

Name: Megan Crenshaw
Address: 8024 Murray Hill Rd
Email: MeganCrenshaw532@icloud.com
Phone: 251 376 8866

Name: Henry Crenshaw
Address: 8024 Murray Hill Rd
Email: N/A
Phone: N/A

Name: John W. Gulp
Address: 2675 Midland Drive
Email: jwgulp080490@gmail.com
Phone: 601-497-8150
(GAUTICK, MS 39553 (church representative))

Neighborhood Meeting Sign-In Sheet

Date: 9/18/24

Applicant: Lloyd Thomas

Meeting Location: 5311 Overlook Rd

Application(s): Region B1 - B2

Name: Lloyd Thomas

Email: TLCthomas52@gmail

Address: 5111 Overlook Rd

Phone: 251 654 5793

Name: _____

Email: _____

Address: _____

Phone: _____

Name: _____

Email: _____

Address: _____

Phone: _____

Name: _____

Email: _____

Address: _____

Phone: _____

Name: _____

Email: _____

Address: _____

Phone: _____

Name: _____

Email: _____

Address: _____

Phone: _____

Name: _____

Email: _____

Address: _____

Phone: _____

Name: _____

Email: _____

Address: _____

Phone: _____

**Notice of Neighborhood Meeting
September 5th, 2024**

Dear Property Owner(s)

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that Lloyd Thomas will be submitting to the Mobile City Planning Commission:

- (1) Application Zoning Change to rezone the property at 5111 Overlook Road Mobile, AL 36618 from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1)

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

Date: September 18, 2024

Time: 4:30-6:00pm

Location: Overlook Presbyterian
Church, 5311 Overlook Road
Mobile, Alabama

You are receiving this notice because your property is within 300 feet of 5109, 5111, and 5105 Overlook Road Mobile, AL 36618, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,



Lloyd Thomas
TLC Learning Center
5111 Overlook Road Mobile, AL 36618
TLCthomas52@gmail.com



POSTED SEPT 8TH 2024

SIGN WAS TAKEN DOWN SEPT 19TH 2024

NEIGHBORHOOD MEETING NOTICE
FOR PLANNING COMMISSION APPLICATION
REQUEST: REZONE
APPLICANT: TLD LEARNING CENTER
PHONE #: 251-654-5793
MEETING INFORMATION:
OVERLOOK PRESBYTERIAN CHURCH
5311 OVERLOOK ROAD MOBILE, AL
SEPT 18, 2024 4:30PM - 6:00PM

**Notice of Neighborhood Meeting
September 5th, 2024**

Dear Property Owner(s)

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- (1) Application Zoning Change to rezone the property at 5111 Overlook Road Mobile, AL 36618 from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1)

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Sincerely,



Lloyd Thomas
TLC Learning Center
5111 Overlook Road Mobile, AL 36618
TLCthomas52@gmail.com

Lloyd & Lucious Thomas
5111 Overlook Rd
Mobile, AL 36618

Lloyd & Lucious Thomas
5111 Overlook Rd
Mobile, AL 36618

Lloyd & Lucious Thomas
5111 Overlook Rd
Mobile, AL 36618

Darlene Walker
29659 Douglas Road
Daphne, AL 36526

Darlene Walker
29659 Douglas Road
Daphne, AL 36526

Darlene Walker
29659 Douglas Road
Daphne, AL 36526

Eleanor A Busby
185 S University BLVD
Mobile, AL 36608

Eleanor A Busby
185 S University BLVD
Mobile, AL 36608

Eleanor A Busby
185 S University BLVD
Mobile, AL 36608

Melva Wiggins
1206 Sadie Circle
Prattville, AL 36066

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Prattville, AL 36066

Melva Wiggins
1206 Sadie Circle
Prattville, AL 36066

Dennis E Rich
5708 Foxfire Lane
Mobile, AL 36618

Dennis E Rich
5708 Foxfire Lane
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Dennis E Rich
5708 Foxfire Lane
Mobile, AL 36618

Jerry L Laster
3801 Ching Dairy Road
Mobile, AL 36618

Jerry L Laster
3801 Ching Dairy Road
Mobile, AL 36618

Jerry L Laster
3801 Ching Dairy Road
Mobile, AL 36618

Harry Lehman
2180 Taddish Drive
Mobile, AL 36695

Harry Lehman
2180 Taddish Drive
Mobile, AL 36695

Harry Lehman
2180 Taddish Drive
Mobile, AL 36695

Shvonda Bassett
5112 Garland Street N
Mobile, AL 36618

Shvonda Bassett
5112 Garland Street N
Mobile, AL 36618

Shvonda Bassett
5112 Garland Street N
Mobile, AL 36618

Gloria Briggs
5113 overlook Road
Mobile, AL 36616

Gloria Briggs
5113 overlook Road
Mobile, AL 36616

Gloria Briggs
5113 overlook Road
Mobile, AL 36616

New Generation International
Church
300 E 9th Street Suite 1605
Cleveland, OH 44114

New Generation International
Church
300 E 9th Street Suite 1605
Cleveland, OH 44114

New Generation International
Church
300 E 9th Street Suite 1605
Cleveland, OH 44114

Special Assests Company LLC
5033 Ponitz Parkway
Pace, FL 32571

Alabama Power Company
150 St Joseph Street
Mobile, AL 36602

Century Link
206 West Troy St
Dothan, AL 36303

Comcast
3248 Springhill Ave
Mobile, AL 36607

M.A.W.S.S.
4725 Moffett Rd
Mobile, AL 36618

Waste Management
4770 Hamilton Blvd
Mobile, AL 36606

AT&T
2155 old Shell Rd
Mobile, AL 36607

Mediacom
2502 Schillinger Rd S Suite 11
Mobile, AL 36607

Spire Inc
2828 Dauphin St
Mobile, AL 36607

John Crenshaw
8024 Murray Hill Rd
Irvington, AL 36544

Special Assests Company LLC
5033 Ponitz Parkway
Pace, FL 32571

Alabama Power Company
150 St Joseph Street
Mobile, AL 36602

Century Link
206 West Troy St
Dothan, AL 36303

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2828 Dauphin St
Mobile, AL 36607

John Crenshaw
8024 Murray Hill Rd
Irvington, AL 36544



City of Mobile • Planning & Zoning
Owner's Letter of Authorization

I, Lucious Thomas, 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 5111 & 5109 Overlook Road Mobile, AL 36618.

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.

Lucious Thomas
Designee (1)

N/A
Email

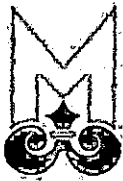
Phone Number
(251) 776-6683
Signature of Property Owner

Lucious Thomas

Lloyd Thomas
Designee (2)

TLCHOMAS52@gmail.com
Email

251-654-5793
Phone Number
1/23/24
Date



City of Mobile • Planning & Zoning
Owner's Letter of Authorization

I, Darlene Walker, 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 5105 Overlook Road Mobile, AL 36618.

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.

Darlene Walker
Designee (1)

N/A

Email

(251) 423-3958

Phone Number

Darlene Walker
Signature of Property Owner

Lloyd Thomas
Designee (2)

TLCthomas52@gmail.com

Email

251-654-5793

Phone Number

1/23/24

Date

**Application Submission
Contact Information**

Name of Project L Thomas Place

Address 5109, 5111, & 5105 Overlook Road Mobile, AL 36618

Owner Lloyd & Lucious Thomas & Darlene Walker

Address 5111 Overlook Road Mobile, AL Zip Code 36618

Phone 251-654-5793 Fax N/A Email tlcthomas@gmail.com

Authorized Agent Lloyd Thomas

Address 5111 Overlook Road Mobile, AL Zip Code 36618

Phone 251-654-5793 Fax N/A Email tlcthomas@gmail.com

Contractor N/A

Address N/A Zip Code N/A

Phone N/A Fax N/A Email N/A

Civil Engineer N/A

Address N/A Zip Code N/A

Phone N/A Fax N/A Email N/A

Architect N/A

Address N/A Zip Code N/A

Phone N/A Fax N/A Email N/A

Submitted by:

Lloyd Thomas
Signature

Lloyd Thomas
Print

Date

1-19-24

Owner

Affiliation to project/Organization

Lloyd & Lucious Thomas

5111 Overlook Rd
Mobile, AL 36618

Melva Wiggins
1206 Sadie Circle
Prattville, AL 36066

Harry Lehman
2180 Taddish Drive
Mobile, AL 36695

New Generation
International Church
300 E 9th Street Suite 1605
Cleveland, OH 44114

Don F Gardner
PO Box 1035
Semmes, AL 36575

Caroline Choe
1441 Garland St
Mobile, AL 36618

MYMS INC
PO BOX 160812
Mobile, AL 36619

Timothy G Hogan
4520 Dresden rd
Theodore, AL 36582

Lloyd T Formby
1451 Forest Dale Dr
Mobile, AL 36608

Carla J Johnson
1424 Forest Dale Dr
Mobile, AL 36618

Darlene Walker

29659 Douglas Road
Daphne, AL 36526

Dennis E Rich
5708 Foxfire Lane
Mobile, AL 36618

Shvonda Bassett
5112 Garland Street N
Mobile, AL 36618

Special Assests Company
LLC
5033 Ponitz Parkway
Pace, FL 32571

Patricia E Hewitt
5105 Garland St N
Mobile, AL 36618

John W Williams
1437 Garland St
Mobile, AL 36618

Stonewood apartments INC
PO BOX 22845
Oklahoma City, OK 73123

Sandra B Simison
1455 Forest Dale Dr
Mobile, AL 36618

Forwood Brothers Rentals
INC
1086 Southern Way
Mobile, AL 36609

Shannon Love
1425 Forest Dale Dr
Mobile, AL 36618

Eleanor A Busby
185 S University BLVD
Mobile, AL 36608

Jerry L Laster
3801 Ching Dairy Road
Mobile, AL 36618

Gloria Briggs
5113 overlook Road
Mobile, AL 36616

Dennis E Rich
5708 Foxfire Lane
Mobile, AL 36618

Shawn Williams
5109 Garland St N
Mobile, AL 36618

David H Smith
2906 Circle Ct
Mobile, AL 36605

Net 1 L P A Delaware
PO BOX 2109
Memphis, TN 38101

Rosemary S Mittal
6128 Lindholms Dr S
Mobile, AL 36693

Bensan Proporties LLC
7744 Lukoli Ln
Saraland, AL 36571

Brenden A Davis
1420 Forest Dale Dr
Mobile, AL 36618

Janel H Cooks
1421 Forest Dale Dr
Mobile, AL 36618

Mary A Laird
1460 Druid Dr
Mobile, AL 36618

Sylvia F Williams
5804 Fern Valley Rd
Mobile, AL 36618

M & B Builders LLC
2321 Airport Blvd
Mobile, AL 36606

Crider Properties LLC
PO BOX 91242
Mobile, AL 36619

Tyieka Pettaway
1434 Druid Dr
Mobile, AL 36618

Tangala Pettaway
1430 Druid Dr
Mobile, AL 36618

John Crenshaw
8024 Murray Hill Rd
Irvington, AL 36544

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1421 Forest Dale Dr
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5804 Fern Valley Rd
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M & B Builders LLC
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Mobile, AL 36619

Tyieka Pettaway
1434 Druid Dr
Mobile, AL 36618

Tangala Pettaway
1430 Druid Dr
Mobile, AL 36618

John Crenshaw
8024 Murray Hill Rd
Irvington, AL 36544



Agenda Item # 09

SUB-003145-2024 & ZON-UDC-003059-2024

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

5105, 5109, and 5111 Overlook Road

Subdivision Name:

L Thomas Place Subdivision

Applicant / Agent:

Lloyd Thomas

Property Owners:

Lloyd Thomas, Darlene Walker, and Lucious Thomas

Current Zoning:

R-1, Single-Family Residential Suburban District

Proposed Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Proposal:

- Subdivision approval to create one (1) legal lot of record from three (3) existing legal lots of record.
- Rezoning from B-2, Neighborhood Business Suburban District
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with three (3) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the south and commercial units to the north.

APPLICATION NUMBER	9	DATE	December 19, 2024
APPLICANT	Lloyd Thomas		
REQUEST	Subdivision, Rezoning from R-1 to B-2		



SITE HISTORY

The subject site is comprised of three (3) parcels which have been included in various Subdivision and Variance requests throughout their history.

The site first came before the Planning Commission as part of the Druid Homes Subdivision, the plat for which was subsequently recorded in Mobile County Probate Court in 1952.

In August 1965 the Board of Zoning Adjustment approved a Use Variance for a child day care center in an existing residence located at 5109 Overlook Road. The Board approved a similar Use Variance for 5111 Overlook Road at its meeting on May 3, 1992.

In December 1974 the Board of Zoning Adjustment approved a Front Yard Setback Variance to allow construction of a carport within the required front yard of 5111 Overlook Road.

At its meeting on May 31, 1998 the Board of Zoning Adjustment approved a Use Variance to allow a screen printer/embroidery gift shop located at 5105 Overlook Road.

Lastly, at its meeting on November 21, 2024 the Planning Commission heldover a request to rezone the subject properties until the December 19th meeting to allow the Rezoning application to be heard concurrently with the proposed Subdivision request.

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

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Add "WBF" to the LEGEND.
- C. Revise NOTE #5 – Delete "... (FLIGHT 28 - #70) ...".
- D. Revise NOTE #5 – Revise "... LOT 1 – 2,400 SQ FT." to read "... LOT 1 – 13,800 sf."
- E. 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.

Rezoning:

- 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from three (3) existing legal lots of record. The site is served by public water and sanitary sewer.

Access to the site is from Overlook Road, a Minor Arterial Street with an 80-foot-wide right-of-way at this location. This information is depicted on the preliminary plat and should be retained on the Final Plat, if approved, as no additional dedication is required by the Major Street Plan at this time.

The lot will exceed the minimum size requirement for lots served by public water and sanitary sewer in the R-1 zoning district, as well as in the B-2 zoning district if rezoning of the property is approved with a B-2 classification. The size of the lot is labeled in both square feet and acres on the preliminary plat, as required by Section 5.A.2(f) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved; or provision of a table with the same information on the Final Plat will suffice.

The lot exceeds the minimum width requirements of Section 6.C.2(b)(4) of the Subdivision Regulations for non-residential lots.

The preliminary plat illustrates a 25-foot front setback for Lot 1 in compliance with Section 6.C.8. of the Subdivision Regulations. This information should be retained on the Final Plat.

A 10-foot telephone and power easement is illustrated on the preliminary plat, along the South property line. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

Rezoning

A detailed description of the proposed request is available via the link on Page 1 of this report. In summary, the applicant is requesting to rezone the subject sites from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District.

The site is adjacent to properties that are currently zoned B-2 and B-3, to the North and are developed with a fast-food restaurant and two (2) vacant commercial structures. Abutting properties to the East, South, and West are all zoned R-1 and developed with single-family dwellings.

The site plan provided with the rezoning application depicts existing single-family dwellings converted for commercial use and associated, un-delineated parking areas on each site. While full compliance with the development standards of Article 3 is neither depicted nor required at this time, redevelopment of the site will require full compliance with applicable provision of the Unified Development Code (UDC). Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

The site's history of commercial use and the fact that it abuts a predominantly commercial portion of Overlook Road may suggest an error in the zoning map, such that rezoning is necessary and desirable.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of the existing right-of-way width on the Final Plat, as depicted on the preliminary plat;
2. Retention of the lot's size in both square feet and acres on the Final Plat;
3. Retention of the 25-foot front yard setback along Overlook Road, in compliance with Section 6.C.8. of the Subdivision Regulations and Article 2 of the Unified Development Code;
4. Placement of a note on the Final Plat stating that future development or redevelopment of the site shall comply with the development provisions of Article 3 of the Unified Development Code;
5. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

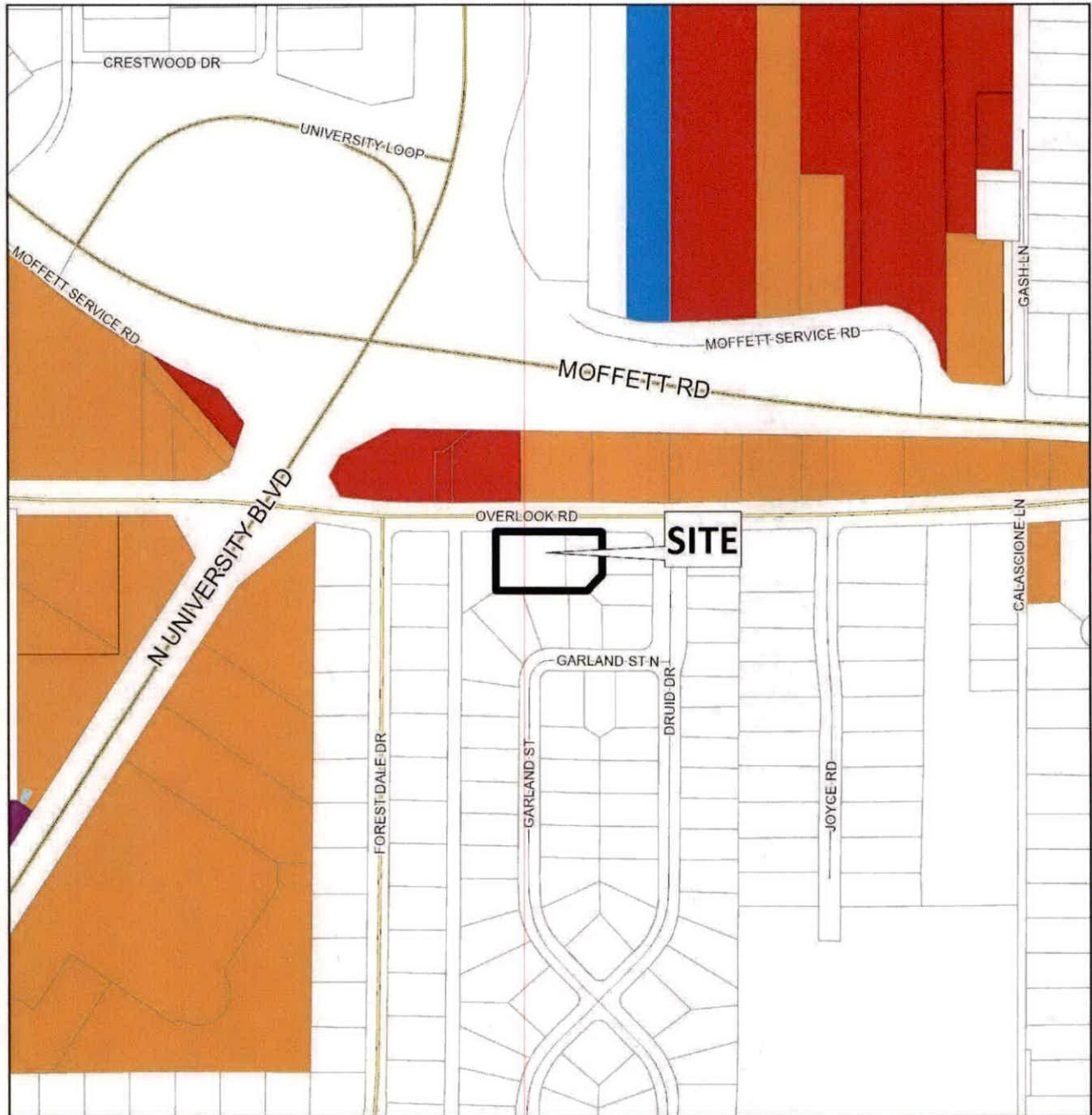
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

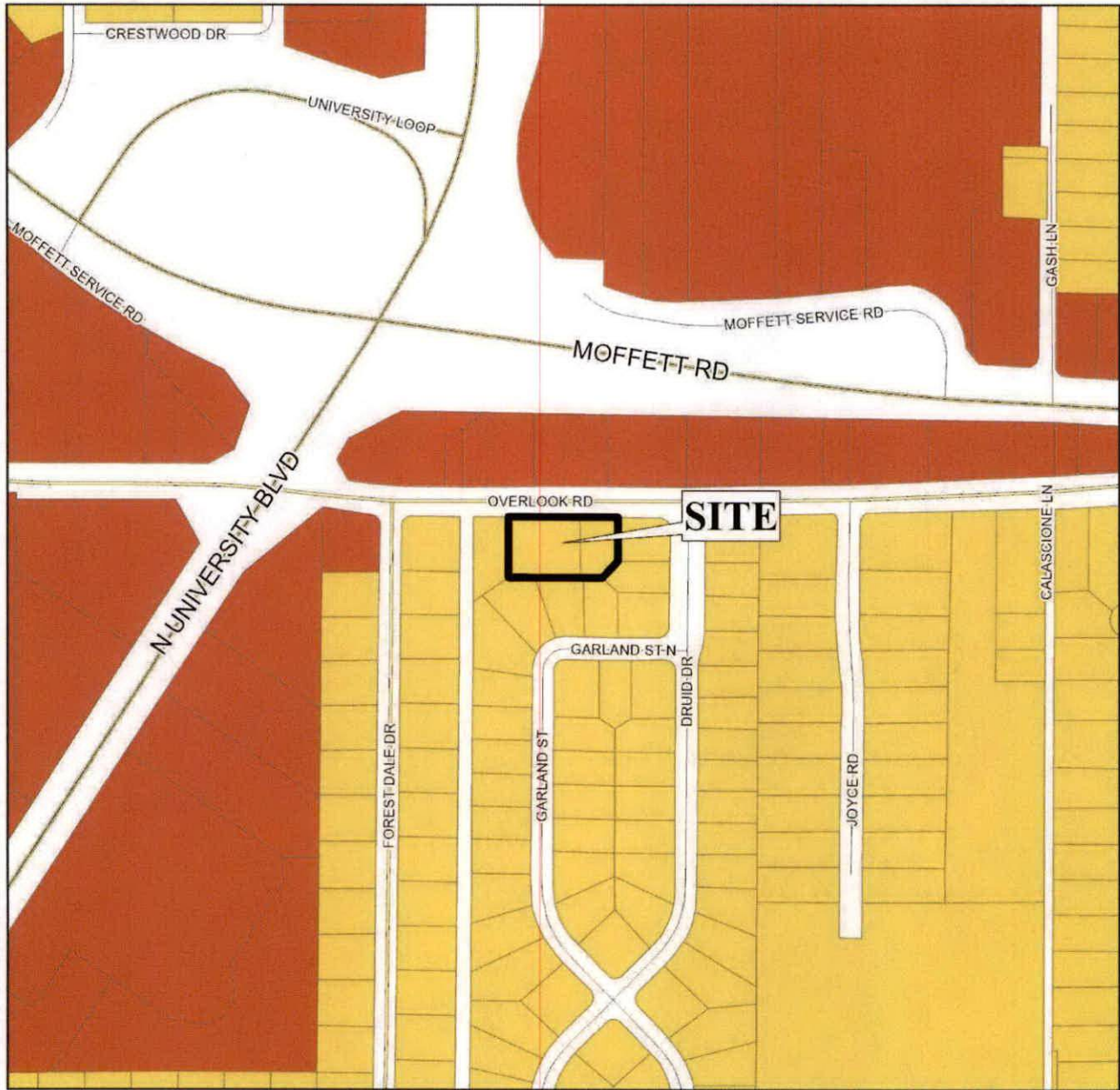
LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE December 19, 2024
 APPLICANT Lloyd Thomas
 REQUEST Subdivision, Rezoning from R-1 to B-2



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE December 19, 2024

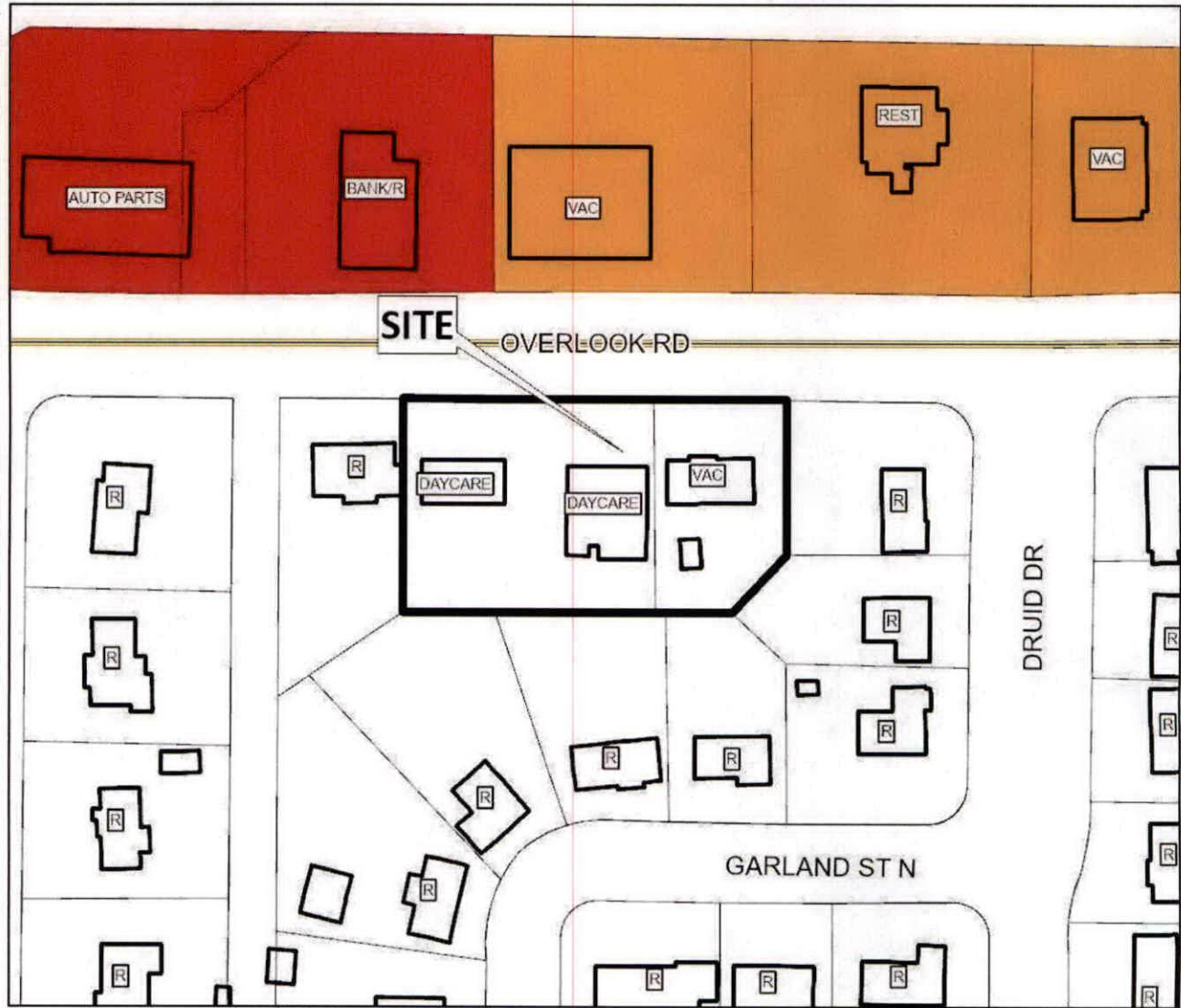
APPLICANT Lloyd Thomas

REQUEST Subdivision, Rezoning from R-1 to B-2

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	



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the south and commercial units to the north.

APPLICATION NUMBER 9 DATE December 19, 2024

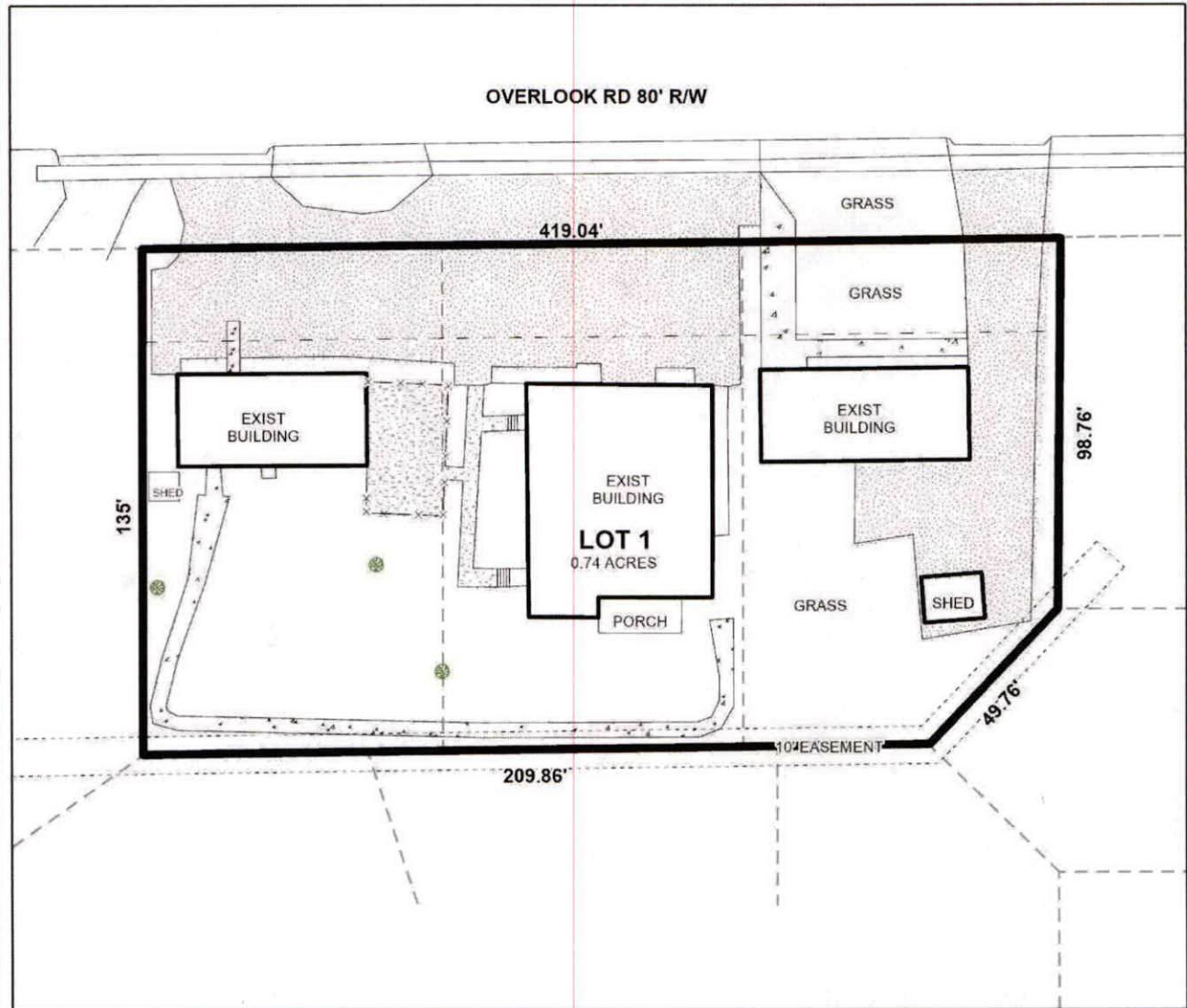
APPLICANT Lloyd Thomas

REQUEST Subdivision, Rezoning from R-1 to B-2

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



SITE PLAN



The site plan illustrates the existing buildings, setback, and easements.

APPLICATION NUMBER 9 DATE December 19, 2024

APPLICANT Lloyd Thomas

REQUEST Subdivision, Rezoning from R-1 to B-2



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

Zoning District Correspondence Matrix

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

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.



Agenda Item # 7

ZON-UDC-003059-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

5105, 5109, and 5111 Overlook Road

Applicant / Agent:

Lloyd Thomas

Property Owner:

Lloyd Thomas

Current Zoning:

R-1, Single Family Residential Suburban District

Proposed Zoning:

B-2, Neighborhood Business Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-1 to B-2, Neighborhood Business Suburban District

Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Holdover

Report Contents:

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

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER	7	DATE	November 21, 2024	 NTS
APPLICANT	Lloyd Thomas			
REQUEST	Rezoning from R-1 to B-2			

SITE HISTORY

The subject site is comprised of three (3) parcels which have been included in various Subdivision and Variance requests throughout their history.

The site first came before the Planning Commission as part of the Druid Homes Subdivision, the plat for which was subsequently recorded in Mobile County Probate Court in 1952.

In August 1965 the Board of Zoning Adjustment approved a Use Variance for a child day care center in an existing residence located at 5109 Overlook Road. The Board approved a similar Use Variance for 5111 Overlook Road at its meeting on May 3, 1992.

In December 1974 the Board of Zoning Adjustment approved a Front Yard Setback Variance to allow construction of a carport within the required front yard of 5111 Overlook Road.

Lastly, at its meeting on May 31, 1998 the Board of Zoning Adjustment approved a Use Variance to allow a screen printer/embroidery gift shop located at 5105 Overlook Road.

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

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

A detailed description of the proposed request is available via the link on Page 1 of this report. In summary, the applicant is requesting to rezone the subject sites from R-1, Single-Family Residential Suburban District to B-2, Neighborhood Business Suburban District.

The site abuts properties to the North, across Overlook Road, that are currently zoned B-2 and B-3 and are developed with a fast-food restaurant and two (2) vacant commercial structures. Abutting properties to the East, South, and West are all currently zoned R-1 and developed with single-family dwellings.

The site plan provided with the rezoning application depicts existing single-family dwellings converted for commercial use and associated, un-delineated parking area on each site. While full compliance with development standards set forth in Article 3 is not depicted, nor required at this time, redevelopment of the site will require full compliance with the Unified Development Code (UDC). Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

It should be noted that a recent Subdivision application was submitted to Staff proposing to consolidate the three parcels into a single lot and is currently scheduled to be heard by the Planning Commission at its December 19, 2024 meeting. While the request to rezone the properties is not affected by the proposed Subdivision, the Subdivision request would be contingent upon the zoning change being adopted by the City Council. This is due to the fact that each lot is currently developed with a single-family dwelling (converted for commercial use) and there are no active permits for their demolition. If all three lots are combined into a single parcel and the dwellings remain, the site would become non-compliant until such time the zoning change was adopted. As such, the current application should be heldover to allow for the Rezoning and Subdivision applications to be heard concurrently by the Planning Commission at its December 19, 2024 meeting.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

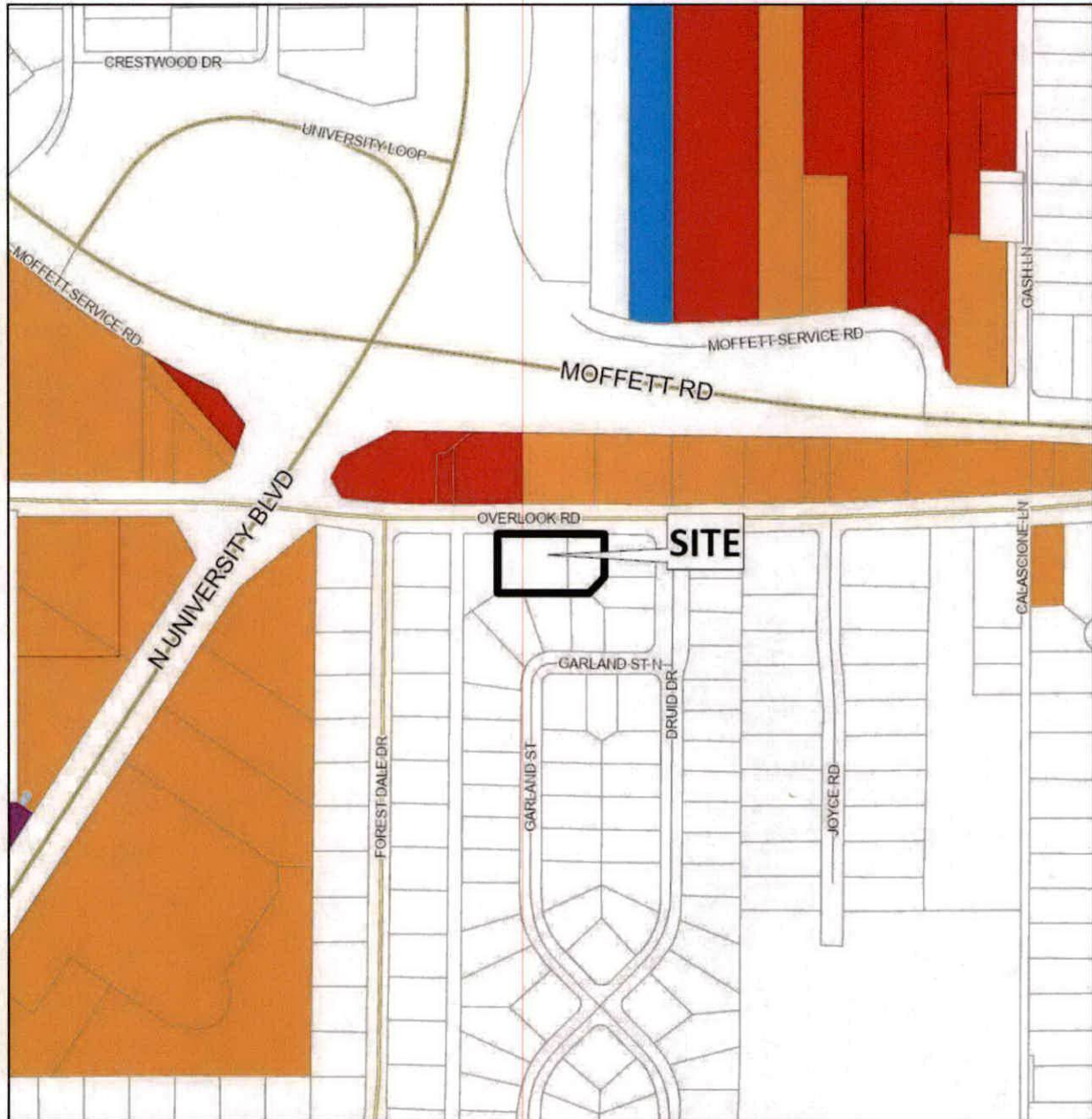
- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - The current development trends, if any,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

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

Considerations:

The Planning Commission should consider holdover of the request until the December 19th meeting to allow the Rezoning application to be heard concurrently with the proposed Subdivision.

LOCATOR ZONING MAP



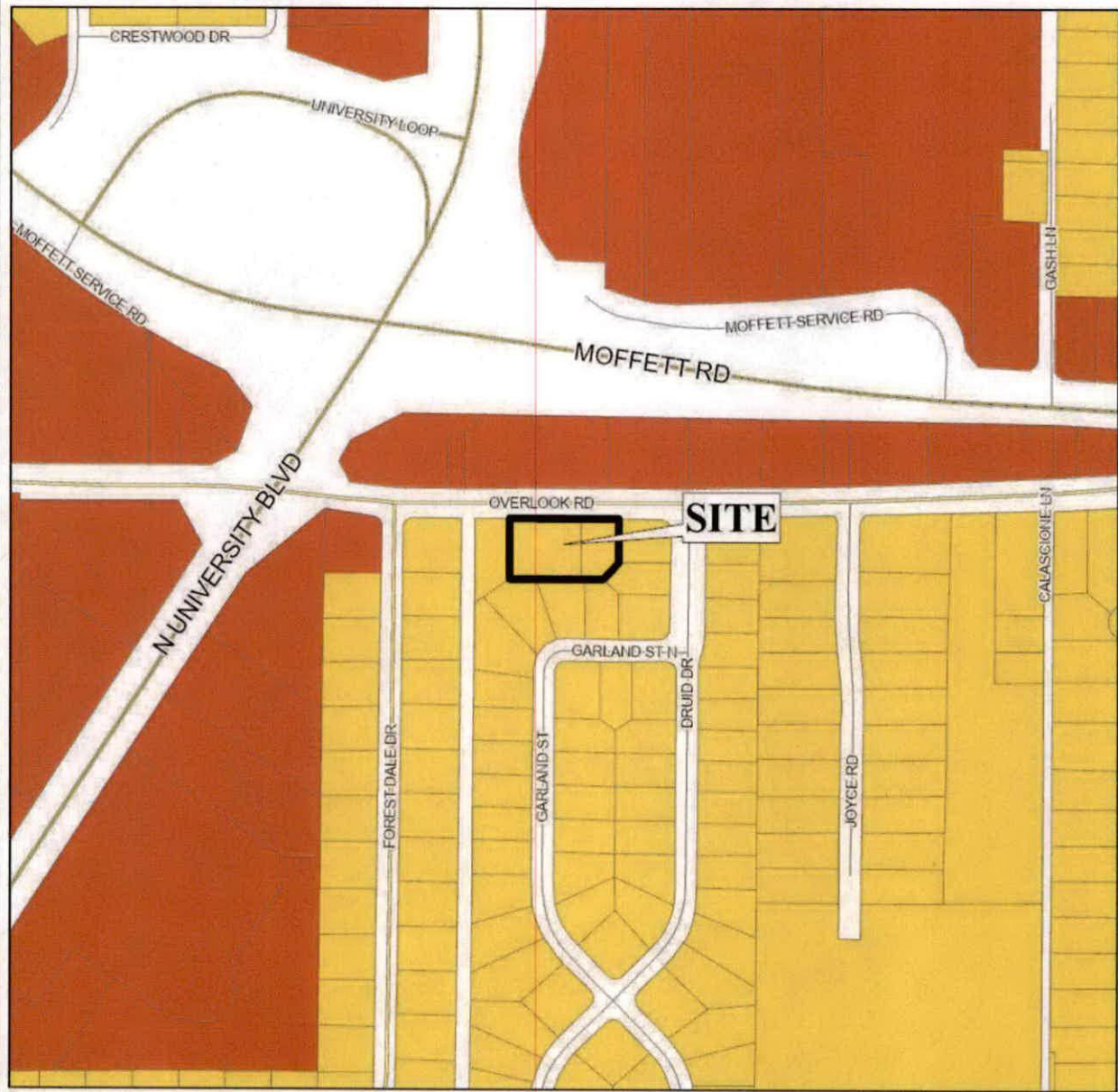
APPLICATION NUMBER 7 DATE November 21, 2024

APPLICANT Lloyd Thomas

REQUEST Rezoning from R-1 to B-2



FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE November 21, 2024
 APPLICANT Lloyd Thomas
 REQUEST Rezoning from R-1 to B-2

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING

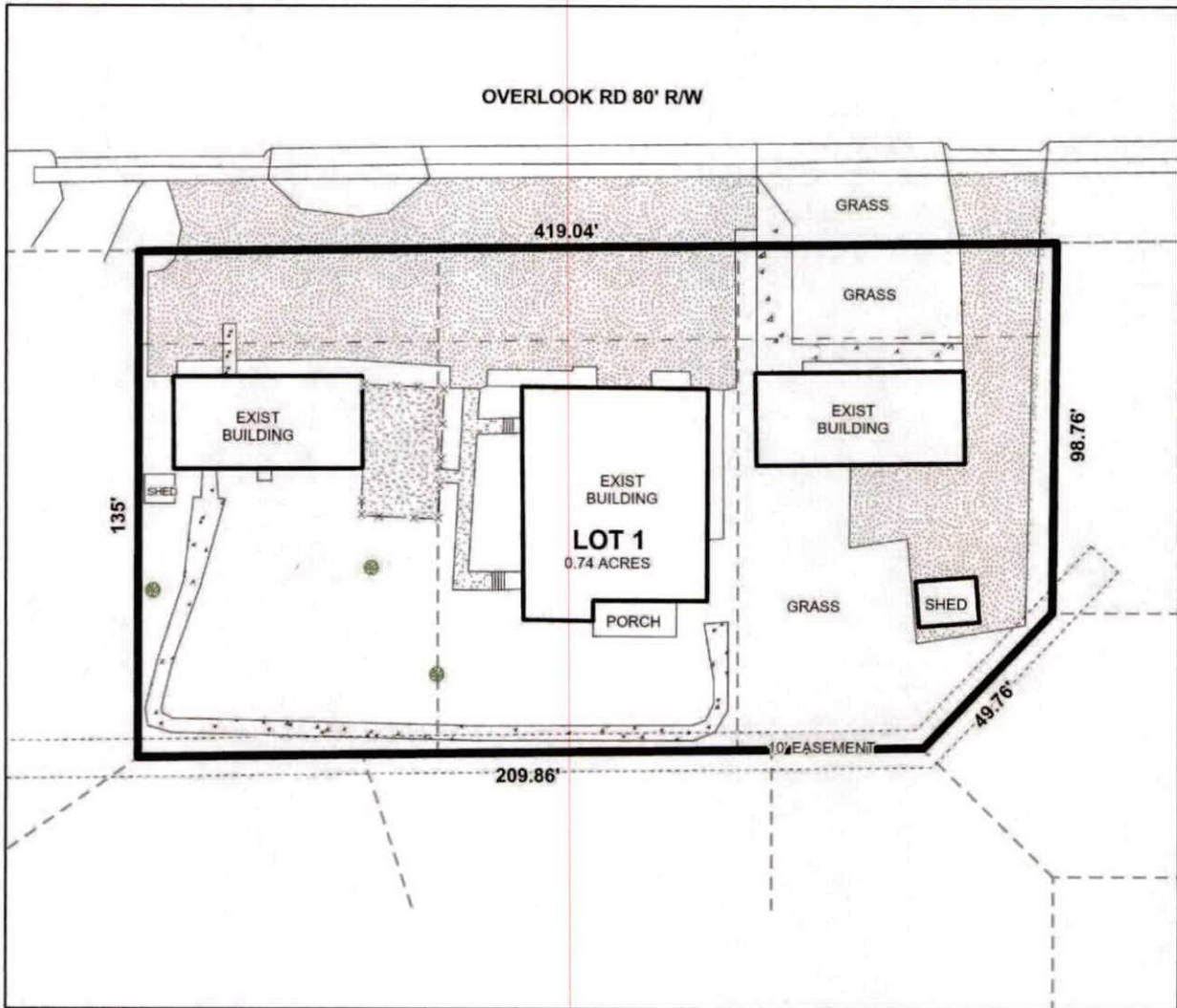


The site is surrounded by residential units.

APPLICATION NUMBER <u>7</u> DATE <u>November 21, 2024</u>		
APPLICANT <u>Lloyd Thomas</u>		
REQUEST <u>Rezoning from R-1 to B-2</u>		

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 existing buildings, setback, and easements.

APPLICATION NUMBER	7	DATE	November 21, 2024
APPLICANT	Lloyd Thomas		
REQUEST	Rezoning from R-1 to B-2		



ZONING DISTRICT CORRESPONDENCE MATRIX															
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A														
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
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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.

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 6109 Howells Ferry Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 27, 2025**, a public hearing will be held on the **1st** day of **July**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 6109 Howells Ferry Road to allow multiple buildings on a single building site.

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

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planned Unit Development (PUD) was approved on December 21, 2023 to allow multiple buildings on a single building site on property located at 6109 Howells Ferry Road and described as follows:

LOT 1, ST. MARK'S EPISCOPAL CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 93, PAGE 45, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a Major Modification of the PUD on February 19, 2024 allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to illustrate the required landscape islands every 12 new contiguous parking spaces, in compliance with Article 3, Section 64-3-7.A.3(c)(2).c.;
2. Revision of the site plan to illustrate a Protection Buffer where the site abuts residentially zoned property, in compliance with Article 3, Section 64-3-8 of the UDC;
3. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC, as listed on Page 4 of the staff report (or placement of notes on the site plan stating the site will comply with all listed development requirements, with each one listed), and submission of the site plan for review by Planning and Zoning prior to its recording in Mobile County Probate Court;
4. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;

9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

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. 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;
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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 site plan to illustrate the required landscape islands every 12 new contiguous parking spaces, in compliance with Article 3, Section 64-3-7.A.3(c)(2).c.;
2. Revision of the site plan to illustrate a Protection Buffer where the site abuts residentially zoned property, in compliance with Article 3, Section 64-3-8 of the UDC;
3. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC, as listed on Page 4 of the staff report (or placement of notes on the site plan stating the site will comply with all listed development requirements, with each one listed), and submission of the site plan for review by Planning and Zoning prior to its recording in Mobile County Probate Court;
4. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the 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 1st day of July, 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 4th day of June, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **6109 Howells Ferry Road**.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on December 21, 2023. The owner of said property has applied for a **Major Modification of the allowing multiple buildings on a single building site**. If approved, the Major Modification will allow multiple buildings on a single building site subject to the following proposed conditions: 1. Revision of the site plan to illustrate the required landscape islands every 12 new contiguous parking spaces, in compliance with Article 3, Section 64-3-7.A.3(c)(2).c.; 2. Revision of the site plan to illustrate a Protection Buffer where the site abuts residentially zoned property, in compliance with Article 3, Section 64-3-8 of the UDC; 3. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC, as listed on Page 4 of the staff report (or placement of notes on the site plan stating the site will comply with all listed development requirements, with each one listed), and submission of the site plan for review by Planning and Zoning prior to its recording in Mobile County Probate Court; 4. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council; 5. Compliance with all Engineering comments noted in the staff report; 6. Compliance with all Traffic Engineering comments noted in the staff report; 7. Compliance with all Urban Forestry comments noted in the staff report; 8. Compliance with all Fire Department comments noted in the staff report; 9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 10. Full compliance with all municipal codes and ordinances.

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 Gina Gregory

WHEREAS, a Planned Unit Development (PUD) was approved on December 21, 2023 to allow multiple buildings on a single building site on property located at 6109 Howells Ferry Road and described as follows:

LOT 1, ST. MARK'S EPISCOPAL CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 93, PAGE 45, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a Major Modification of the PUD on February 19, 2024 allowing multiple buildings on a single building site.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to illustrate the required landscape islands every 12 new contiguous parking spaces, in compliance with Article 3, Section 64-3-7.A.3(c)(2).c.;
2. Revision of the site plan to illustrate a Protection Buffer where the site abuts residentially zoned property, in compliance with Article 3, Section 64-3-8 of the UDC;
3. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC, as listed on Page 4 of the staff report (or placement of notes on the site plan stating the site will comply with all listed development requirements, with each one listed), and submission of the site plan for review by Planning and Zoning prior to its recording in Mobile County Probate Court;
4. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

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. 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;
- g. Shall not be detrimental or endanger the public health, safety or general welfare.
- h. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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 site plan to illustrate the required landscape islands every 12 new contiguous parking spaces, in compliance with Article 3, Section 64-3-7.A.3(c)(2).c.;
2. Revision of the site plan to illustrate a Protection Buffer where the site abuts residentially zoned property, in compliance with Article 3, Section 64-3-8 of the UDC;
3. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC, as listed on Page 4 of the staff report (or placement of notes on the site plan stating the site will comply with all listed development requirements, with each one listed), and submission of the site plan for review by Planning and Zoning prior to its recording in Mobile County Probate Court;
4. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

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

Adopted:

Lisa Lambert, City Clerk

Claude & Melody Hall

**6109 Howells Ferry Road
Council District 7
Gina Gregory**



THE CITY OF MOBILE, AL
Planning & Zoning Department

MOBILE CITY PLANNING COMMISSION

May 21, 2025

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on **March 21, 2024**, considered the request of **Claude & Melody Hall**, for a Major Modification of a previously approved Planned Unit Development (PUD) **allowing multiple buildings on a single building site**, for the property located at **6109 Howells Ferry Road**.

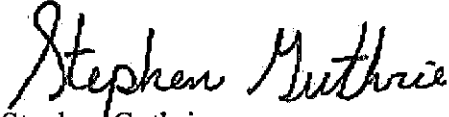
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to illustrate the required landscape islands every 12 new contiguous parking spaces, in compliance with Article 3, Section 64-3-7.A.3(c)(2).c.;
2. Revision of the site plan to illustrate a Protection Buffer where the site abuts residentially zoned property, in compliance with Article 3, Section 64-3-8 of the UDC;
3. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC, as listed on Page 4 of the staff report (or placement of notes on the site plan stating the site will comply with all listed development requirements, with each one listed), and submission of the site plan for review by Planning and Zoning prior to its recording in Mobile County Probate Court;
4. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;

9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

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

Stephen Guthrie
Deputy Director, Planning & Zoning Department

maf
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
March 25, 2024

Claude and Melody Hall
812 Brighton Place
Mobile, Alabama 36693

Re: 6109 Howells Ferry Road
MOD-002859-2024
Claude & Melody Hall
District 7
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site.

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

At its meeting on March 21, 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; and
- f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- 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 site plan to illustrate the required landscape islands every 12 new contiguous parking spaces, in compliance with Article 3, Section 64-3-7.A.3(c)(2).c.;
2. Revision of the site plan to illustrate a Protection Buffer where the site abuts residentially zoned property, in compliance with Article 3, Section 64-3-8 of the UDC;
3. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC, as listed on Page 4 of the staff report (or placement of notes on the site plan stating the site will comply with all listed development requirements, with each one listed), and submission of the site plan for review by Planning and Zoning prior to its recording in Mobile County Probate Court;
4. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in the staff report;
6. Compliance with all Traffic Engineering comments noted in the staff report;
7. Compliance with all Urban Forestry comments noted in the staff report;
8. Compliance with all Fire Department comments noted in the staff report;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is \$521.74. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE



Re: 6109 Howells Ferry Road
MOD-002859-2024
Claude & Melody Hall
District 7
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, March 20, 2024, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE



Re: 6109 Howells Ferry Road
MOD-002859-2024
Claude & Melody Hall
District 7
Major Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site.

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, March 20, 2024, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

For additional information or assistance, please contact a Planner at (251) 208-5895.



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:	Claude & Melody Hall	N/A
Firm:	N/A	
Phone:	251-656-3400 / 251-648-3327	
Email:	claudhall06@gmail.com	
Address:	812 Brighton Place, Mobile, AL 36693	

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:	Claude & Melody Hall	N/A
Firm:	N/A	
Phone:	251-656-3400 / 251-648-3327	
Email:	claudenhall06@gmail.com	
Address:	812 Brighton Place, Mobile, AL 36693	

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

6109 Howells Ferry Road, Mobile, AL 36618

10.2 ac +/-

Property Address
00451335

Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
R-1

N/A

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

2/19/2024

Date

Applicant or Agent Signature (if applicable)

2/19/2024

Date

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

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

Applicant or Agent Signature

2/19/2024

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](#).

The proposed day care facility has been approved by the Planning Commission (MOD-002751-2023). This request is to modify the building size of one of the two proposed buildings and to increase the number of possible students and staff.

Low Density Residential

Future Land Use Map (FLUM) Designation

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

The proposed project will sit on a large parcel and will offer day care services for the surrounding residences.

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

The location of existing and proposed structures are well within the property and will not adversely affect adjacent property.

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

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

6. Please provide the following information:

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

Proposed buildings to be phased. The first building will be a 8,750 sq ft metal building with stucco front.

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

N/A

- ☐ Lighting:

N/A

- ☐ Hours of operation:

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

N/A

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. This property will be used as a day care and will not omit offensive elements.

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.

This new facility will benefit the community by providing child care in a residential area and near their respective homes.

**Application Submission
Contact Information**

Name of Project 6109 Howells Ferry Road

Address 6109 Howells Ferry Road, Mobile, AL 36618

Owner Claude & Melody Hall

Address 812 Brighton Place, Mobile, AL

Zip Code 36693

Phone 251-656-3400 / 251-648-3327

Fax N/A

Email claudenhall06@gmail.com

Authorized Agent N/A

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Contractor N/A

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Civil Engineer Rowe Engineering & Surveying

Address 3502 Laughlin Drive, Suite B, Mobile, AL

Zip Code 36693

Phone 251-666-2766

Fax 251-660-1040

Email zeke@roweengineering.com

Architect N/A

Address _____

Zip Code _____

Phone _____

Fax _____

Email _____

Submitted by:

Signature

2/19/2024

Date

Cecil "Zeke" Hudson

Print

PLS/Rowe Engineering & Surveying

Affiliation to project/Organization

A PUD modification was granted for this site in 2023 by the Planning Commission application (MOD-002751-2023). This request is to modify the building size of one of the two proposed buildings and to increase the number of possible students and staff.

The property consists of a vacant church and parking area right now. A private day care facility is proposed for the site. Two metal buildings and additional parking are proposed for the site. The proposed Northern metal building will be constructed within 6-8 months and the second will be constructed 1 year after the completion of the first building.

The hours of operation will be 6am to 6pm. The day care will have 25 employees and 180 to 200 kids per day at the facility. Gross square footage of the buildings is 16,250 with 70 parking spaces. The property is currently zoned R-1. The property has been used as a church and has never been used as residential. Given the large size of the parcel we believe the addition of the two new metal buildings and parking would be acceptable as they will be set back far off of Howells Ferry Road.

STATE OF ALABAMA

COUNTY OF MOBILE

SLT 181332

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF THE CENTRAL GULF COAST, INC.**, a religious corporation, the Grantor, for and in consideration of the sum of **FOUR HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$410,000.00)** and other good and valuable consideration hereby acknowledged to have been paid to the said Grantor by **CLAUDE DOUGLAS HALL and MELODY MESHANE HALL**, the Grantees, does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto the said Grantees, as joint tenants during their joint lives and upon the death of either of them, then to the survivor of them, and to the heirs and assigns of such survivor, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

Lot 1, St. Mark's Episcopal Church Subdivision, according to plat thereof recorded in Map Book 93, page 45 of the records in the Office of the Judge of Probate of Mobile County, Alabama.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to Grantees only the interest Grantor owns therein, if any.

PROPERTY ADDRESS: 6109 Howells Ferry Road, Mobile, AL 36618.

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining: **TO HAVE AND TO HOLD** the same unto the said Grantees, as joint tenants during their joint lives and upon the death of either of them, then to the survivor of them, and to the heirs and assigns of such survivor, **FOREVER**.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. Building setback line, drainage and utility line easements and notes or restrictions as shown on recorded plat of said subdivision.
2. Right of way granted to Alabama Power Company by instrument recorded in Real Property Book 5074, page 1402.

3. Right of way easement granted Mobile County by C. L. Warren and Margaret Warren, instrument dated October 5, 1948 and recorded in Deed Book 474, page 697.
4. Any portion of the above-described property lying within the right of way of any public road or utility.
5. Any future penalties and taxes property as a result of assessment for Current Use of Religious purposes.
6. Boundary lien agreement by and between Margaret Fisher Warren and Laura Ellen Middlebrooks Smith dated December 16, 1977 and recorded in Real Property Book 1794, page 453.
7. Boundary line agreement by and between Margaret Fisher Warren and Mitchell Homes dated May 6, 1981 and recorded in Real Property Book 2237, page 441.
8. Permit granted Alabama Power Company by instrument dated September 27, 1946 and recorded in Deed Book 415, page 696.

RECORDING REFERENCES HEREIN REFER TO THE RECORDS IN THE
OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

And, except as to the above and the taxes hereafter falling due, the said Grantor, for itself and for its successors and assigns, hereby covenants with the said Grantees, their heirs and assigns, that it is seized of an indefeasible estate in fee simple in and to said property; that it has a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that it is in the quiet and peaceable possession of said property; and that it does hereby WARRANT AND WILL FOREVER DEFEND the title to said property, and the possession thereof, unto the said Grantees, and the survivor of them, and the heirs and assigns of such survivor, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this the 30th
day of January, 2024.

THE PROTESTANT EPISCOPAL CHURCH IN THE
DIOCESE OF THE CENTRAL GULF COAST, INC.,

By: _____

Its: _____

President and Bishop

STATE OF Florida

COUNTY OF Escambia

I, the undersigned notary public in and for said state and county, hereby certify that J. Russell Kendrick, whose name as President/Bishop of THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF THE CENTRAL GULF COAST, INC., 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 said conveyance, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and notarial seal on this the 29 day of January, 2024.

Mary R Poss
Notary Public, State at Large
My Commission expires: 26 April 2025

The Grantor's address is:

201 N Baylen St.
Pensacola FL
32502



The Grantees' address is:

812 Brighton Pl
Mobile, AL 36693-2931

This instrument was prepared by:

Beth McFadden Rouse
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, Alabama 36609
(251) 342-9172

Tracey Lowe
5297 Lott Rd
Eight Mile, AL 36613-9113

James Rockett
11739 Madrone Ln
Spanish Fort, AL 36527-5795

Ted Rainwater
C/o Robert Sheldt Jr
5720 Marquis Ct
Mobile, AL 36609

Christopher & Jennifer Johnson
6266 Woodcrest Dr
Mobile, AL 36608-4121

American Classic Homes
C/o Barbara Williams
8275 Easley Rd
Grand Bay, AL 36541-4043

Mobile County Board of School
Commissioners
1 Magnum Pass
Mobile, AL 36618

Claude & Melody Hall
812 Brighton Place
Mobile, AL 36618

Joseph & Nina Kyles
C/o Lori Meadows
24407 Lauder Pl
Orange Beach, AL 36561-3803

South Properties, LLC
6406 Airport Blvd, Ste C
Mobile, AL 36608-3793

Christie Williams
1918 Autry Ct
Arlington, TX 76017

Lynn Hollins
4920 Janice Dr
Mobile, AL 36618

Kenneth & Gerrell Stallworth
3021 Pretty Branch Dr W
Mobile, AL 36618-4163

Jerome Sumlin & Annette King
3021 Pretty Branch Dr W
Mobile, AL 36618-4163

Antonio Alvidrez
1612 Pine Isle Ct
Mobile, AL 36618-3075

Cassandra Brown
7430 Grey Wolf Circle
Anchorage, AK 99507-4811

A Prime Properties Group, LLC
C/o Ellen Lizotte
5517 Ashton Way
Sarasota, FL 34231-6231

LB & A Investments, LLC
P.O. Box 8058
Mobile, AL 36689-0058

Mobile Mental Health Center, Inc
2400 Gordon Smith Dr
Mobile, AL 36617

Belinda Richardson
1709 Princess Helen Rd
Mobile, AL 36618-3013

Yellowhammer Rentals, LLC
15 S Florida St
Mobile, AL 36606-1934

Edward Goldsmith
872 Tee St
Biloxi, MS 39532-4202

Jadasha Bowman
1617 Princess Helen Rd W
Mobile, AL 36618-3014

Joseph Crowell
1613 Princess Helen Rd W
Mobile, AL 36618-3014

Thomas Bryant
72 Ivy St
Mobile, AL 36607-2617

Tommy Richardson
6118 Howells Ferry Rd
Mobile, AL 36618-3150

Joseph Smith
6054 Howells Ferry Rd
Mobile, AL 36618

Vincent & Betty Nye
7120 Cedar St
Mobile, AL 36608-4538

Mary Gardner
1620 Princess Helen Rd W
Mobile, AL 36618-3043

Brenda King, Brandi Turner & Wendi King
1624 Princess Helen Rd W
Mobile, AL 36618-3043

Dave Young
1616 Masters Dr
Mobile, AL 36618

Hollis Jenkins
1604 Masters Dr
Mobile, AL 36618-5076

Pauline Ransom
1609 Pine Isle Ct
Mobile, AL 36618

Angela McCovery
1613 Pine Isle Ct
Mobile, AL 36618-3075

Geraldine Smith
1628 Princess Helen Rd W
Mobile, AL 36618-3043

Joyce Thomas
1617 Pine Isle Ct
Mobile, AL 36618-3075

Tyrone Sewell
1620 Pine Isle Ct
Mobile, AL 36618-3075

Jeffrey & Deborah Fountain
1608 Pine Isle Ct
Mobile, AL 36618

Marquilla Lundy
1632 Princess Helen Rd W
Mobile, AL 36618

Jeannette Matchett
1636 Princess Helen Rd W
Mobile, AL 36618-3043

Kendric Hayes & Tomzie Taylor-Haynes
3712 Longridge Dr E
Mobile, AL 36693-5051

Duane & Elsie Degrave
1648 Princess Helen Rd W
Mobile, AL 36618

Temieka Woodson
1660 Princess Helen Rd W
Mobile, AL 36618-3043

Deborah Carter
C/o Thurston Padgett
1700 Princess Helen Rd W
Mobile, AL 36618-3042

Patricia Ann Smith
1708 Princess Helen Rd W
Mobile, AL 36618

Nacole Grayson
1713 Princess Helen Rd W
Mobile, AL 36618-3013

Willie & Virginia Patterson
C/o Willie Patterson III
1751 Myland Ave
Mobile, AL 36618-3349

Karen Reed
1701 Princess Helen Rd W
Mobile, AL 36618

Mildred Bishop
1657 Princess Helen Rd W
Mobile, AL 36618

Deirdre Nealy-Hamilton
1649 Princess Helen Rd W
Mobile, AL 36618-3014

Felicia Adams, Barbara Smith, Willie Mae
Perdue & Brenda Andrews
2909 Persons St
Mobile, AL 36612-1969

Eddie Ervin, Jr
1641 Princess Helen Rd
Mobile, AL 36618-3014

Shirell Dortch Life Estate
1637 Princess Helen Rd W
Mobile, AL 36618-3014

Bonnie Falconer
1633 Princess Helen Rd W
Mobile, AL 36618-3014

Linda & Sandra Williams
1625 Princess Helen Rd W
Mobile, AL 36618

Vincentine Hollings
1621 Princess Helen Rd W
Mobile, AL 36618-3014

Rose Marie Pettaway
1608 Emil Ct
Mobile, AL 36618-3077

Erma Patterson
Aka Erma Mosley
1604 Emil Ct
Mobile, AL 36618-3077

Donna Stallworth
1605 Masters Dr
Mobile, AL 36618-3076

Sheila Williams
1609 Masters Dr
Mobile, AL 36618-3076

Alexandria Timmons
1613 Masters Dr
Mobile, AL 36618-3076

Rowe Engineering & Surveying
3502 Laughlin Drive, Suite B
Mobile, AL 36693



Agenda Item # 7 MOD-002859-2024

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

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

6109 Howells Ferry Road

Applicant / Agent:

Claude & Melody Hall

Property Owner:

Claude & Melody Hall

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code (UDC)
- Map for Mobile Comprehensive Plan

Schedule for Development:

- Upon approval

Proposal:

- Modification of a previously approved Planned Unit Development

Commission Considerations:

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

Report Contents:

Page

Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	7

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER	7	DATE	March 21, 2024
APPLICANT	Claude & Melody Hall		
REQUEST	PUD Modification		



SITE HISTORY

Subdivision of the site to create a single lot of record was approved in August 2001, along with Planning Approval to allow a church to operate in an R-1 zoning district, and Planned Unit Development approval to allow multiple buildings on a single building site.

The Board of Zoning Adjustment approved a Use Variance at its November 6, 2023 meeting to allow use of the site as a commercial day care in an R-1, Single-Family Residential Suburban District.

Most recently, at its December 21, 2023 meeting, the Planning Commission approved a modification to the previously approved Planned Unit Development to allow the construction of additional buildings on the site.

STAFF COMMENTS

Engineering Comments:

1. Submit an updated drawing that is labeled PUD SITE PLAN. The plan submitted is labeled "ZONING VARIANCE REQUEST".
2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
 - a. 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).
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

A Use Variance was recently approved to allow use of the site as a commercial day care in a residential zoning district. A condition of the use variance required submission and approval of a Major Modification to the previously approved Planned Unit Development (PUD), which was granted by the Planning Commission at its December 21, 2023 meeting. The applicant is now requesting to amend the recently approved modification to alter the building size of one (1) of the two (2) proposed buildings, and to increase the number of possible students and staff.

The original PUD allowed for multiple buildings on a single building site for use by a church that was permitted with concurrent Planning Approval by the Planning Commission. Aerial photos depict that the site has operated in its current footprint since that time. The applicant is now proposing to further develop the property for use as a day care.

The site plan provided depicts a vacant, 3,400 square-foot church building and two proposed metal buildings, one (1) 7,500 square feet in size, and the other 8,750 square feet in size. Two (2) proposed parking lots are illustrated to the North and South of the proposed buildings, for a total of three (3) parking areas. The total building footprint of the existing and proposed buildings is 19,650 square feet, which requires 57 parking spaces per Table 64-3-12.1 of the UDC. There are 54 parking spaces proposed and 16 existing parking spaces, per a note on the site plan, for a total of 70 parking spaces.

It should be noted that, as illustrated, the proposed parking lots will not comply with the parking lot landscaping requirements of Article 3, Section 64-3-7.A.3(c)(2).c. of the UDC with respect to the landscape islands that are required for every 12 contiguous parking spaces. If approved, revision of the site plan will be required to illustrate compliance with these requirements.

Development of the property with the proposed buildings will result in a building footprint greater than 50% of the existing building footprint. As such, if approved, full compliance with the development standards of Article 3 of the UDC will be required. This includes, but is not limited to:

- the provision of a sidewalk along Howells Ferry Road;
- the provision of on-site pedestrian walkway connections;

- compliance with building design and height variation requirements;
- compliance with tree planting and landscape area requirements;
- the provision of a residential protection buffer where the site abuts residentially zoned or utilized property;
- compliance with parking lot lighting requirements and the provision of a photometric plan;
- the provision of off-street loading facilities; and
- the provision of bicycle parking.

Prior to recording of the site plan in Mobile County Probate Court, a revised plan reflecting compliance with the aforementioned development standards should be submitted to the Planning and Zoning Department for review; or notes should be placed on the recorded site plan stating the site will comply with all listed development requirements, with each one listed.

The applicant states in their narrative that the hours of operation of the proposed day care are from 6:00 a.m. until 6:00 p.m. The applicant also states that the day care will accommodate 180-200 children, and employ 25 people. The applicant does not state the days the day care will operate.

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

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-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;
7. Shall not be detrimental or endanger the public health, safety or general welfare.

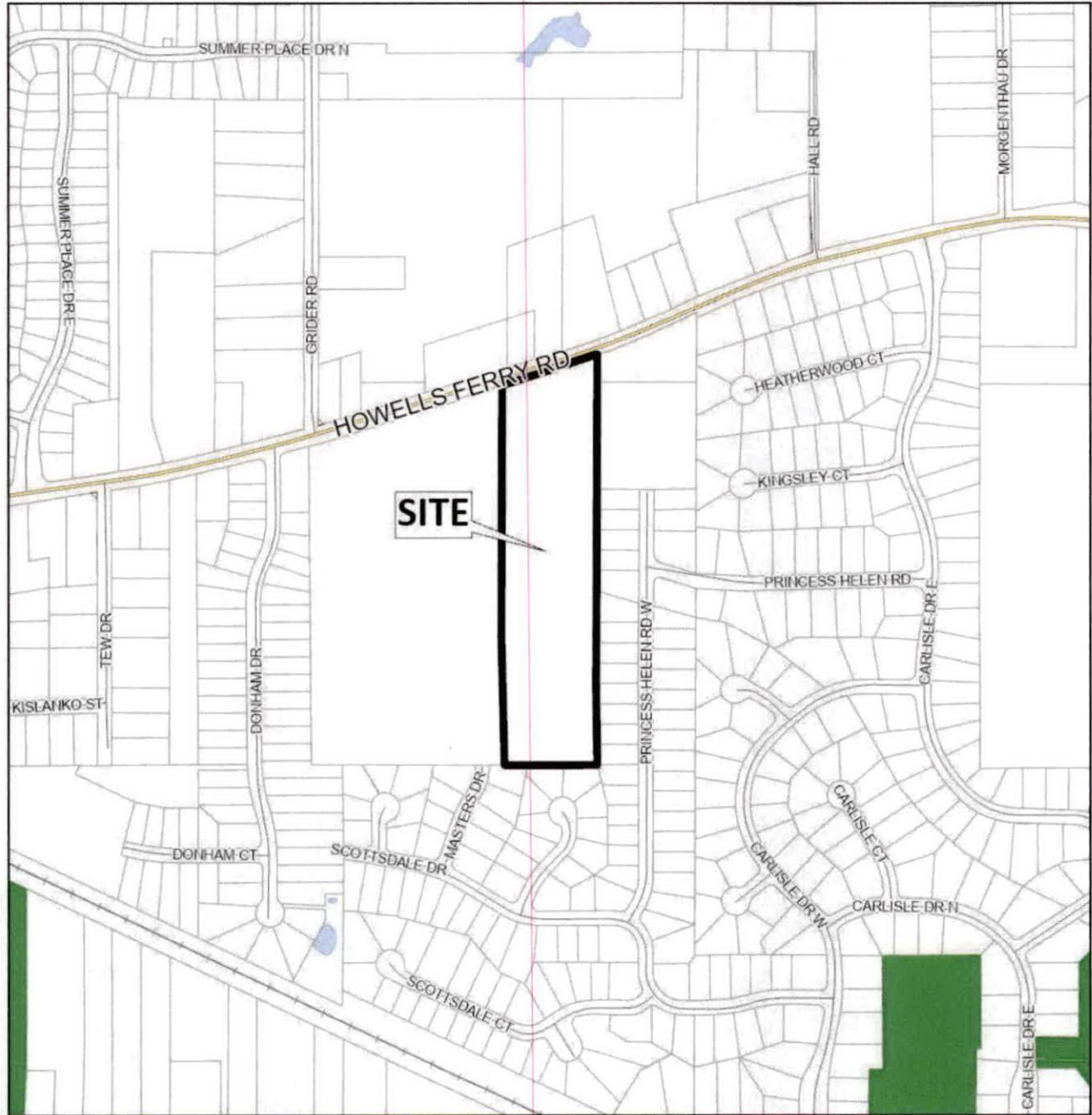
8. **Benefits Consideration.** In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following conditions could apply:

1. Revision of the site plan to illustrate the required landscape islands every 12 new contiguous parking spaces, in compliance with Article 3, Section 64-3-7.A.3(c)(2).c.;
2. Revision of the site plan to illustrate a Protection Buffer where the site abuts residentially zoned property, in compliance with Article 3, Section 64-3-8 of the UDC;
3. Revision of the site plan to reflect compliance with the development standards of Article 3 of the UDC, as listed on Page 4 and Page 5 of this report (or placement of notes on the site plan stating the site will comply with all listed development requirements, with each one listed), and submission of the site plan for review by Planning and Zoning prior to its recording in Mobile County Probate Court;
4. Placement of a note on the revised site plan stating future development or redevelopment of the site may require additional modifications of the PUD to be approved by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report;
8. Compliance with all Fire Department comments noted in this staff report;
9. Provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

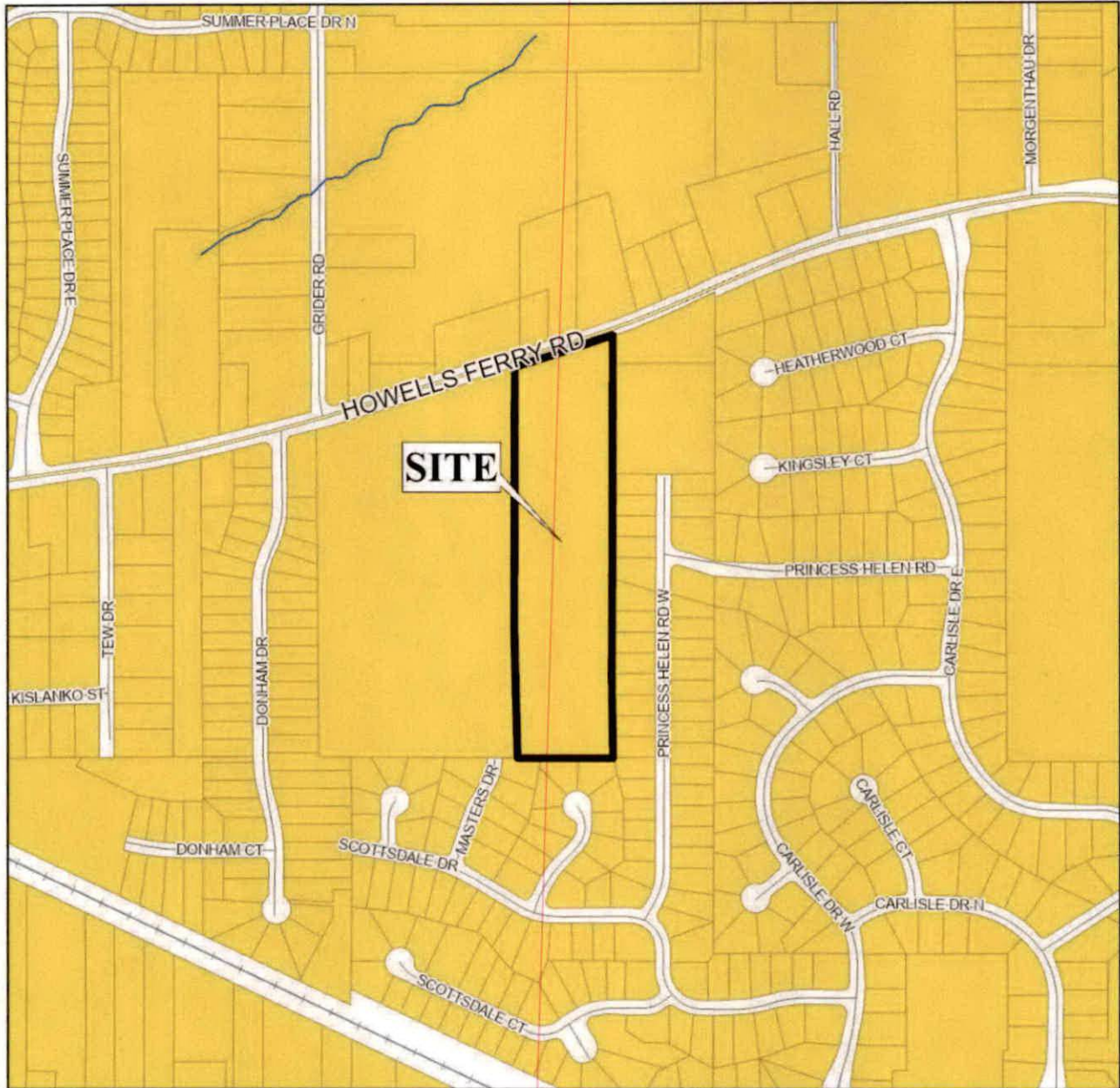
LOCATOR ZONING MAP



APPLICATION NUMBER	7	DATE	March 21, 2024
APPLICANT	Claude & Melody Hall		
REQUEST	PUD Modification		



FLUM LOCATOR MAP

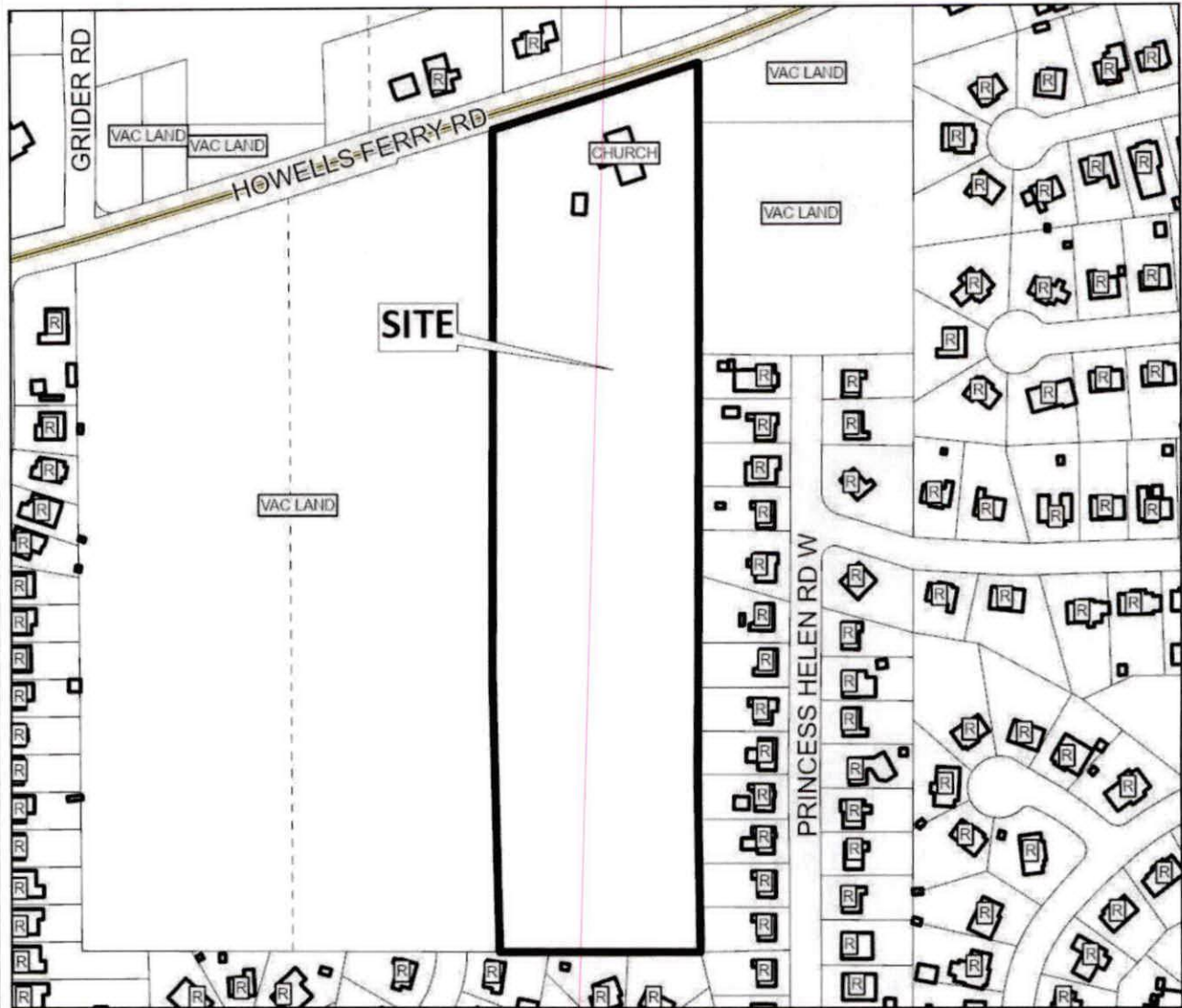


APPLICATION NUMBER 7 DATE March 21, 2024
 APPLICANT Claude & Melody Hall
 REQUEST PUD Modification

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	



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 7 DATE March 21, 2024

APPLICANT Claude & Melody Hall

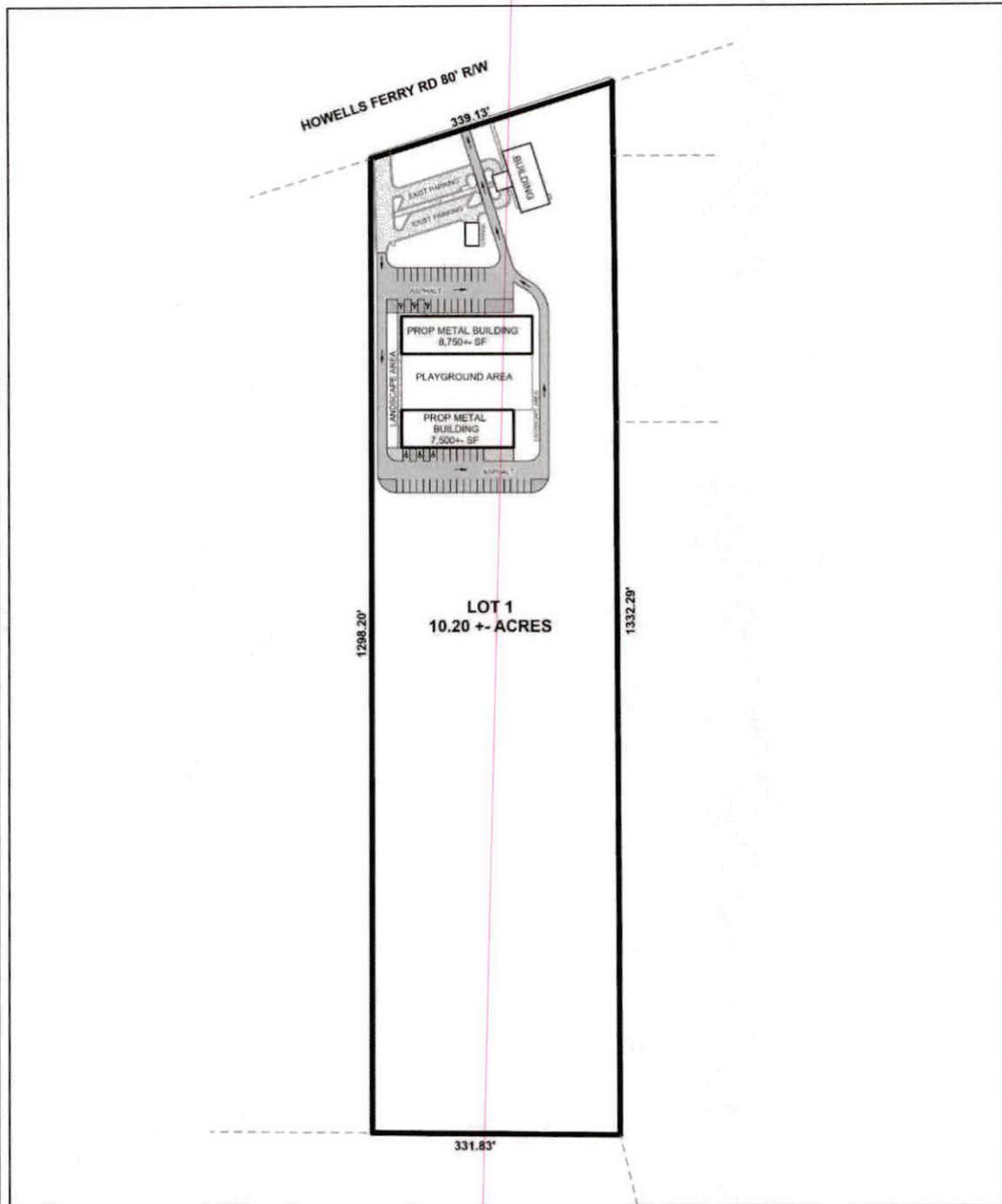
REQUEST PUD Modification

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



NTS

SITE PLAN



The site plan illustrates the existing parking and building, proposed buildings, and proposed parking.

APPLICATION NUMBER	7	DATE	March 21, 2024	 NTS
APPLICANT	Claude & Melody Hall			
REQUEST	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	ONE-FAMILY RESIDENCE	R-A	■				■		■					■			
	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.

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY FOR THE PURPOSE OF AFFORDABLE HOUSING

Sponsored by: Mayor William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: The property located at 2976 First Avenue, Mobile, AL 36617 was developed by the Mobile Housing Board utilizing City of Mobile HOME Investment Partnership funds from the U.S. Department of Housing and Urban Development (HUD). It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the asset of property at the above location is being returned to the City pursuant to HUD subrecipient requirements, with HUD requiring the transfer from the Mobile Housing Authority to the City to be completed on or before July 11, 2025. In furtherance of HUD's affordable housing objectives, and to ensure continued compliance with federal requirements, the City will impose restrictive covenants and retain a purchase money mortgage interest in the property. It is therefore in the best interest of the City of Mobile and in the public interest that said property be conveyed to Figures Construction and Development, Inc.:

2976 First Avenue LOT 1 TRINITY GARDENS SENIOR HOUSING S/D MBK 102 PG 121
#SEC 44 T4S R1W #MP29 02 44 0 009 Parcel ID: 29 02 44 0 009 410.XXX

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Purchase Agreement when prepared for the property shown above. The authority granted herein shall include authorization for simultaneous or escrowed closing arrangements to ensure compliance with HUD's timeline and any federal procedural requirements.

SECTION THREE: The Mayor and the City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name, and on behalf of the City of Mobile, the Warranty Deed when prepared for the property shown above.

SECTION FOUR: The Mayor and City Clerk are further authorized and directed to execute, attest, and record all documents necessary to secure the City's interests in the form of a purchase money mortgage and a restrictive covenant, to ensure continued compliance with applicable HUD affordability requirements for the property. Said documents shall be included in the closing of title and made part of the permanent record of the conveyance.

SECTION FIVE: Said Purchase Agreement, Warranty Deed, and any related documents are by reference made a part of this ordinance as fully as if set forth herein, and a copy of such shall be on file in the office of the City Clerk and in the office of the Real Estate Officer of the City of Mobile, 5th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

Lisa C. Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 2025

Submitted by:

Kim Carmody, Director of Parks & Recreation

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

For labor to string tennis racquets for public

Amount of Contract:

up to \$80,000.00 per year for 3 years.

Funding Source

The public will pay a fee for the labor of stringing a racquet. The price will include the labor cost.

ATTACHMENTS:

1. CHRIS MURPHY RESOLUTION 6.25
2. CHRIS MURPHY SIGNED CONTRACT 6.25

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Chris Murphy to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$80,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk



Professional Services Contract City of Mobile

Racket Stringing PRO

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 29 day of May 2025, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Chris Murphy (sometimes hereinafter Contractor), the parties agree as follows:

WHEREAS, the parties wish to enter into a professional services contract for the purpose of professional tennis services to string rackets;

WHEREAS, the Contractor is engaged in the business of stringing rackets;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

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. Contractor agrees that it will provide the 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 Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract shall not exceed \$80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months unless terminated early.

IV. GENERAL PROVISIONS

- A. **Records.** Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.
- B. **No City partnership.** Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.
- C. **Agency.** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.
- D. **Assignment.** Contractor acknowledges that its 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 or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.
- E. **Ordinance compliance.** Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. **Non-discrimination.** 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.
- G. **Early contract termination.** Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. **Breach.** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. **Indemnity.** Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, 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 contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. **Representatives and notices.** The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Chris Murphy
2100 Charingwood Dr. W
Mobile, Alabama 36695

L. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

L. **Modifications.** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. **Severability.** 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.

N. **Governing law.** 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.

O. **Licenses and Permits.** Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

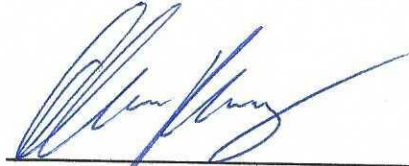
P. **Immigration law.** The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491 , Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

Q. **Anti-Boycott.** By signing this contract, 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.

Exhibit A
Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.
3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.
5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.
6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
7. City will pay Contractor \$15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.
8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.



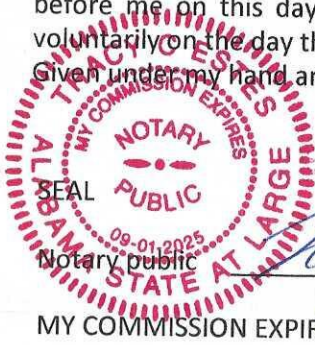
Chris Murphy, Tennis Racket Professional

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Chris Murphy, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 29th day of May, 2025



Mary C. G. S.
MY COMMISSION EXPIRES: 9-1-2025

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk

Exhibit A
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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To amend the Purchase and Sale Agreement with One Water, LLC to extend the Inspection Period

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - 1stAmendment One Water LLC
2. First Amendment to PSA.OneWaterSt

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the First Amendment to the Purchase and Sale Agreement between the City of Mobile and One Water, LLC, which amends the original Purchase and Sale Agreement dated October 25, 2024, to replace the language defining the Inspection Period in Section 5.4. The First Amendment is attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Amendment is on file in the office of the City Clerk.

ADOPTED:

City Clerk

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (“First Amendment”) is made by and between **THE CITY OF MOBILE** (“Seller”) and **ONE WATER, LLC**, an Alabama limited liability company (“Purchaser”), as of the ____ day of _____, 2025 (“Effective Date”).

RECITALS:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated October 25, 2024 (“Agreement”) for Property as further described therein; and

WHEREAS, Seller and Purchaser have agreed to modify the definition of Inspection Period as defined in the Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Incorporation of Recitals; Definitions. All capitalized terms used herein, but not defined, shall have the meaning ascribed to them in the Agreement. The recitals set forth above are incorporated herein by reference as part of the Agreement.
2. Inspection Period. The sentence contained in Section 5.4 of the Agreement defining Inspection Period shall be deleted in its entirety and replaced with the following sentence: “On or before the expiration of the time period ending on October 26, 2026 (the “Inspection Period”), subject to extension for the Special Purchaser Contingencies hereafter defined, Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent”. For purposes of clarification, any reference within the Agreement to “original” Inspection Period or “initial” Inspection Period shall hereafter mean that period ending on October 26, 2026.
3. Miscellaneous. The parties agree that, except as modified by this First Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control. Each of the parties hereto represents and warrants to the other that they have full authority to execute this agreement on behalf of such party. This First Amendment may be executed in multiple counterparts which, taken as a whole, shall constitute one instrument. This First Amendment may be executed by facsimile signature or email.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE TO FIRST AMENDMENT TO PURCHASE AND SALE
AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of
the Effective Date.

SELLER:
THE CITY OF MOBILE, a Municipal Corporation

By: _____
Name: William S. Stimpson
As Its: Mayor

ATTEST:

City Clerk

PURCHASER:
ONE WATER, LLC,
an Alabama Limited Liability Company

By: _____
Name: Philip Burton
Its: Authorized Signatory

Purchaser Witness:

Signature: _____

Printed Name: _____



CAPITAL CONTRACT SUMMARY SHEET

C# C1009



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Benjamin Reynolds, Councilmember

Josh Woods, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with ECS Southeast, LLC for geotechnical services.

Amount of Contract:

\$65,000.00

Funding Source

C1009

ATTACHMENTS:

1. 2025-3005-03 2024 PAYGO Resurfacing Commission D3 (ECS Southeast, LLC)
2. 2025-3005-03 2024 PAYGO Resurfacing Commission D3 (ECS Southeast LLC.) resolution

REVIEWERS:

Lana Gauthier

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 3 (D 4 & 6)

COM Project# 2025-3005-03

PROJECT #: C1009 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Geotechnical Services

CONTRACT AMOUNT: \$65,000.00

VENDOR NAME: ECS Southeast, LLC

VENDOR NUMBER: 299142

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 6/23/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Ben Reynolds and Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

That the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Mobile, a contract between the City of Mobile and Geotechnical Engineering Testing, Inc., for services related to testing and evaluating soils and materials in connection with the design and construction of the **2024 PAYGO Resurfacing – Commission District 3 (Project No. 2025-3005-03)**, as more fully set forth in the contract attached hereto and made a part hereof by reference. A copy of said contract is on file in the Office of the City Clerk.

Name of Company: ECS Southeast, LLC
Project Name: 2024 PAYGO Resurfacing Commission District 3 (D 4 & 6)
COM Project # 2025-3005-03
Cost: \$65,000.00

Adopted:

City Clerk



**2024 PAYGO RESURFACING,
COMMISSION DISTRICT 3
GEOTECHNICAL CONTRACT**

PROJECT No. 2025-3005-03

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____, 2025, by and between the City of Mobile, Alabama, hereinafter called “CITY” a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the “COUNCIL”, and **ECS Southeast, LLC**, hereinafter called the “LABORATORY”, WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. **DEFINITIONS:**

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- (a) **CITY** - City of Mobile, Alabama
- (b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.
- (c) **CONSULTANT** – The engineering company, (**Thompson Engineering, Inc.**), employed by the CITY to perform professional engineering services for the PROJECT.
- (d) **COUNCIL** - Mobile City Council
- (e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement

PROJECT – **2024 PAYGO Resurfacing, Commission District 3,
MCR-2024-303**

PROJECT No. – **2025-3005-03**

- (f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.
- (g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.
- (h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.
- (i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.
- (j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT (**Thompson Engineering, Inc.**) to perform engineering services for the PROJECT.
- (k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.
- (l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.
- (m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS:

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUBGRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500-foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500-foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500-foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Subgrade, the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts, bridges and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit “B” attached, where applicable. For bridges at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration TEST and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the GEOTECHNICAL AND MATERIALS ENGINEER and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the GEOTECHNICAL

AND MATERIALS ENGINEER in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analyses pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analyses and engineering recommendations shall be performed in accordance with generally accepted engineering analyses, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete

specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28-day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28-day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general, one representative TEST shall be made for every 100 tons upon

notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200-foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in-place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all incidentals necessary, a sum not to exceed **\$65,000.00 (Sixty-Five Thousand Dollars and Zero Cents)** as shown in Exhibit “A”, to be paid as follows:

- (a) Construction Phase Services – A sum not to exceed **\$60,000.00 (Sixty Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month’s labor’s hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.
- (b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit “B” where applicable.
- (c) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit “B” and shall not exceed **\$5,000.00 (Five Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY’s obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective

interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

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

30. E-VERIFY:

By signing this CONTRACT, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

31. ANTI-DISCRIMINATION:

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

32. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

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

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

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

(b) Comprehensive General Liability Insurance:

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

(c) Automobile Liability Insurance:

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

(d) Excess/Umbrella Liability Insurance

- 1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- 2) Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) Certificate of Liability Insurance Endorsement Page

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

- 1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2) Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
- 3) Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change

without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

33. GOVERNING LAW AND VENUE:

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

34. INDEMNIFICATION:

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

except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

36. TRIMBLE UNITY CONSTRUCT:

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

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk

Print: _____

ECS Southeast, LLC

By: DMR

Print: DAVID MARSH

Its: VR

Address: 724 LAKESIDE DR 36693

Telephone: 251-301-5220

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that David Marsh, whose name is signed to the foregoing instrument in the capacity of VP of ECS Southeast, 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 4th day of April, 2025.

Louder M Anderson

NOTARY PUBLIC My Commission Expires: 1-13-2029

LOURDES M ANDERSON Notary Public, Alabama State at Large My Commission Expires 1/13/2029

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2024 PAYGO Commission District 3

PROJECT No. – 2025-3005-03, MCR-2024-303

Construction Phase Services – Not to Exceed Amount - \$60,000.00

Additional Services – Not to Exceed Amount - \$5,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

\$ 65,000.00

Source of funding: MOBILE COUNTY PAYGO, MCR-2024-303, C1009

EXHIBIT 'B':
FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST
PAYMENT, AND SUMMARY OF HOURLY RATES



ECS SOUTHEAST, LLC

Geotechnical • Construction Materials • Environmental • Facilities

2025 ECS SOUTHEAST, LLC FEE SCHEDULE

PROFESSIONAL SERVICES

1100-Principal Engineer, Per Hour	\$225.00
1200-Sr. Engineer, Per Hour	\$195.00
1300- Project Engineer, Per Hour	\$115.00
1503 - Project Manager, Per Hour	\$ 95.00
1515- Staff Engineer, Per Hour	\$100.00
1531- Special Inspector, Per Hour	\$ 75.00
1700-Senior Technician, Per Hour	\$ 70.00
1800- Technician, Per Hour	\$ 60.00
1950-Administrative, Per Hour	\$ 70.00

FIELD SERVICES

Mobilization (Loading of Equipment in Yard, Crew Transportation, Equipment Transfer)	
City of Mobile	\$600.00/Mob.
Outside of Mobile (Each Way)	Plus 5.50 per Mile

Standard Penetration Test Borings - ASTM 01586
(Sampling Continuous for upper 10 feet, intervals of 5 feet after- Splitspoon Sampler)

<u>Depth</u>	<u>Footage Rate</u>
0 - 51	\$19.00/Ft.
51 - 100	\$23.50/Ft.
101 - 125	\$29.00/Ft.
Over 125 Feet	Special Quote

Additional Splitspoon Sampling	\$35.00/Ea.
Undisturbed Thin Walled Shelby Tubes (3" OD).	\$75.00/ per Attempt
Difficult Moving/Standby/Setup/Clearing	\$425.00/per Hour

SOILS LABROATORY TESTING

4800 - Standard Proctor, classification included (ASTM 0698), Each	\$575.00
4803 - Modified Proctor, classification included (ASTM D1557), Each	\$635.00
4480-Particle Size Analysis+ Hydrometer, (ASTM D422), Each	\$210.00
4875- Particle Size Analysis (soils), (ASTM D422), Each	\$135.00
6092- Minus #200 Wash, (ASTM D1140), Each	\$75.00
4300-Atterberg Limits (ASTM D4318), Each	\$125.00
4100- Natural Moisture Content (ASTM D2216), Each	\$26.00

724 LAKESIDE DRIVE, MOBILE, AL 36693 • T: 251-301-5220

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies • www.ecslimited.com

"ONE FIRM. ONE MISSION."

FIELD TESTING AND OTHER INSPECTION SERVICES

Subcontract Work, Specialty Services	cost+15%
Trip Fee, per trip	\$ 55.00
Nuclear Density Gauge Each Trip	\$ 60.00
Extraction/Gradation of Asphaltic Concrete, Each	\$ 350.00
Bulk Specific Gravity / Density of Asphalt Cores, Each	\$ 85.00
Asphalt Thickness Measurements	\$ 30.00
Asphalt Maximum Specific Gravity (RICE), Each	\$ 285.00
Concrete Test Cylinder, Each	\$ 30.00
Grout Test Prism, Each	\$ 35.00
Asphalt Core & Patch, Each	\$ 155.00

The services described above would be rendered from our full-service office and laboratory in Mobile, Alabama. Unit rates are based on a 9-hour workday, Monday through Friday, between normal business hours of 6:00 a.m. to 6:00 p.m. Overtime will be charged and invoiced at 1.5 times the hourly rate indicated above for weeks that total more than 50-hours as well as work performed on weekends (Sat./Sun.) and holidays.

Please note that we do not charge a minimum trip time for our services. You will be billed for the actual travel time and time on site, as applicable.

EXHIBIT 'C': INSURANCE & CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2025

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 14026 Thunderbolt Place Ste 200 Chantilly VA 20151	CONTACT NAME: PHONE (A/C, No, Ext): 703-988-0900 E-MAIL ADDRESS: Joelle_Cutro@ajg.com FAX (A/C, No): 703-988-9498														
INSURED ECS Southeast, LLC 14030 Thunderbolt Place Suite 500 Chantilly VA 20151	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : The Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C : Bankers Standard Insurance Company</td><td>18279</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 : The Cincinnati Insurance Company	10677	INSURER B : Federal Insurance Company	20281	INSURER C : Bankers Standard Insurance Company	18279	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 694777144 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ X C U Incl GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	ENP 0219991	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	Y	Y	EBA 0559255	12/1/2024	12/1/2025	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 \$ 0	Y	Y	79891344	12/1/2024	12/1/2025	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/A	(25) 7176-41-67	12/1/2024	12/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Number: 2025-3005-03 | 2024 PAYGO Resurfacing, Commission District 3

City of Mobile is included as Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability coverage where required by written contract. A waiver of subrogation is granted in favor of the above-listed parties on all policies where required by written contract. 30 days prior written notice of cancellation (10 days' notice for non-payment of premium). Umbrella follows form.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Mobile Government Plaza
205 Government St
Mobile AL 36602
USA

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

AUTHORIZED REPRESENTATIVE

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THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: ENP 021 99 91

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA233	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA233	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
CONTRACTORS - SUBCONTRACTED WORK (AL)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (AR)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (CA)	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (DE)	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (FL)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (GA)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (IL)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (IN)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (KY)	91581 E	TOTAL COST				
CONTRACTORS -	91581 E					

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
SUBCONTRACTED WORK (LA) INCL PROD AND/OR COMP OP		TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (MA)	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (MS)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (MT)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (NC)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (NJ)	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (NY)	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (OK) INCL PROD AND/OR COMP OP	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (OR)	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (PA)	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (SC)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (TN)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (TX)	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (VA)	91581 E	TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (VT)	91581 E	COST				
CONTRACTORS - SUBCONTRACTED WORK (WA)	91581 E	TOTAL COST				
DRILLING (GA)	92101 B					
DRILLING (LA) INCL PROD AND/OR COMP OP	92101 B					
DRILLING (MS)	92101 B					
DRILLING (NC)	92101 B					

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
		A - Area B - Payroll C - Gross Sales D - Units E - Other				
DRILLING (SC)	92101 B					
DRILLING (TN)	92101 B					
ENGINEERS OR ARCHITECTS (AL) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (AR) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (GA) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (HI) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (KY) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (LA) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (MS) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (NC) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (SC) INCL PROD AND/OR COMP OP	92663 B					
ENGINEERS OR ARCHITECTS (TN) INCL PROD AND/OR COMP OP	92663 B					
SEXUAL MISCONDUCT LIABILITY	20235					
ELECTRONIC DATA LIABILITY	27002					
PRIMARY/NONCONTRIBUTORY	29956					
AUTOMATIC ADD. INSURED - CONTRACTORS OPERATIONS	29917					
CONTRACTORS BROADENED COVERAGE	29975					
ADDITIONAL INSUREDS -	29915					

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
OWNER, LESSEE, CONTRACTOR						
ADDITIONAL INSUREDS -	29916					
OWNER, LESSEE, CONTRACTOR						
ADDITIONAL INSUREDS -	29919					
OWNER, LESSEE, CONTRACTOR						
ADDITIONAL INSUREDS -	29920					
OWNER, LESSEE, CONTRACTOR						
ADDITIONAL INSUREDS -	29940					
OWNER, LESSEE, CONTRACTOR						

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0118	12/04	LOUISIANA CHANGES - LEGAL ACTION AGAINST US
CG0125	03/03	LOUISIANA CHANGES - INSURING AGREEMENT
CG2672	03/02	LOUISIANA CHANGES - PREMIUM AUDIT CONDITION
CG2684	12/04	LOUISIANA CHANGES - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US CONDITION
IA450C	11/87	LIMITED EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY EXCLUSION
CG0103	06/06	TEXAS CHANGES
CG0142	07/11	ARKANSAS CHANGES
CG0437	05/14	ELECTRONIC DATA LIABILITY
CG2010	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG2037	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG2132	05/09	COMMUNICABLE DISEASE EXCLUSION
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2404	12/19	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
CG2414	04/13	WAIVER OF GOVERNMENTAL IMMUNITY
CG2503	05/09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	05/09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
CG2661	10/01	MONTANA CHANGES - MEDICAL PAYMENTS
GA233	06/23	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3064	09/20	EXCLUSION - ASBESTOS
GA3074	06/23	EXCLUSION - CYBER LIABILITY
GA369	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA4094	09/20	PRIMARY/NONCONTRIBUTORY - OTHER INSURANCE CONDITION SCHEDULED PERSON OR ORGANIZATION
GA4113	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - (FORM B) - CG 20 10 11 85
GA4164AR	02/02	ARKANSAS CHANGES - MULTI-YEAR POLICIES
GA4256VA	09/20	VIRGINIA CHANGES - COMMERCIAL GENERAL LIABILITY
GA4260WA	10/09	WASHINGTON CHANGES
GA4448NJ	02/15	NEW JERSEY CHANGES - LOSS INFORMATION
GA4518	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 10 07 04 - SCHEDULED PERSON OR ORGANIZATION

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA4519	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 37 07 04 - COMPLETED OPERATIONS
GA4522	12/20	LIABILITY DEDUCTIBLE (SPECIFIED WITH OPTION TO INCLUDE DAMAGES AND EXPENSES)
GA4523	05/20	BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION
GA4531	09/20	AMENDMENT - POLLUTANT DEFINITION
GA4533	12/22	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT
GA4566	06/22	AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
GA214	08/02	SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	ANY LOCATION AT WHICH WORK OR OPERATIONS WERE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROAD FORM 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 included 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 Para-

graph **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.

However, Paragraphs **C.1.** and **C.2.** above do not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

- 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**:

1. The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. 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
 - b. Available under the applicable limits of insurance;

whichever is less.

However, Paragraph **D.1.** does not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

2. 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 described 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.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit
- shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

- E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **DIRECT BILL**

POLICY NUMBER **EBA 055 92 55**

NAMED INSURED ECS SOUTHEAST LLC
REFER TO IA905
ADDRESS ATTN: CORPORATE ACCOUNTING
(Number & Street, 14030 THUNDERBOLT PL # 500
Town, County, CHANTILLY, VA 20151-3227
State & Zip Code)

Previous Policy Number:
EBA0559255

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage

Policy number: FROM: TO:

Automobile and / or Garage

Policy number: **EBA 055 92 55** FROM: **12-01-2024** TO: **12-01-2025**

Agency **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC 45-108**

City **CHANTILLY, VA**

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

SKY1	11/15	NOTICE
IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA905	02/98	NAMED INSURED SCHEDULE
IA4480LA	04/16	LOUISIANA CHANGES - POLLUTANTS
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP404TN	06/94	IMPORTANT INFORMATION TO POLICYHOLDERS TENNESSEE
IP446	08/01	NOTICE TO POLICYHOLDERS
AP403VA	10/14	IMPORTANT INFORMATION TO POLICYHOLDERS VIRGINIA
IA325	01/23	WAR EXCLUSION
IA4338	05/24	SIGNATURE ENDORSEMENT
IA4376KY	12/09	KENTUCKY TAXES ENDORSEMENT
MI1384KY	06/92	NOTICE TO KENTUCKY INSURED - AUTOMOBILE COVERAGES
AA505	03/06	BUSINESS AUTO COVERAGE PART DECLARATIONS
AA507VA	01/17	BUSINESS AUTO COVERAGE PART DECLARATIONS - VIRGINIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED SCHEDULE

This Schedule supplements the Declarations.

SCHEDULE

Named Insured:

ECS SOUTHEAST LLC
GEM ENGINEERING INC
ATLANTA ENVIRONMENTAL MANAGEMENT INC

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE

Attached to and forming part of POLICY NUMBER: **EBA 055 92 55**

Named Insured is the same as it appears in the Common Policy Declarations.

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of Insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$ 1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)	5	Separately stated in each P.I.P. endorsement minus \$ NONE Ded.	INCL
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus \$ Ded	
AUTO. MEDICAL PAYMENTS	2	\$ 5,000	INCL
UNINSURED MOTORISTS	2, 10	\$ SEE AA4183	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2, 10	\$ SEE AA4183	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$ SEE AA4183 Ded for each covered auto. See Item Three for hired or borrowed "autos".	INCL
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR	10	\$ SEE AA4183 for each disablement of a private passenger auto	INCL
PREMIUM FOR ENDORSEMENTS			INCL
*ESTIMATED TOTAL PREMIUM			

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4183 02/06 AUTOMOBILE SCHEDULE

AA101 03/06 BUSINESS AUTO COVERAGE FORM

AA4073LA 04/98 LOUISIANA STATE SPECIFIC ENDORSEMENTS ADVISORY NOTICE TO
POLICYHOLDERS

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AA 505 03 06
11-19-2024 09:14

Page 1 of 3
EBA 055 92 55

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4376MS	01/21	MISSISSIPPI UNINSURED MOTORISTS COVERAGE BODILY INJURY AND PROPERTY DAMAGE - STACKED
CA0103	10/13	LOUISIANA CHANGES
CA2148	10/13	LOUISIANA UNINSURED MOTORISTS COVERAGE - BODILY INJURY
CA2181	10/13	LOUISIANA UNINSURED MOTORISTS COVERAGE - PROPERTY DAMAGE
ILU039	11/14	MISSISSIPPI UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION
ILU054	09/08	STATE OF LOUISIANA UNINSURED / UNDERINSURED MOTORIST BODILY INJURY COVERAGE FORM
AA2009	01/17	CHANGES - TOWING AND LABOR
AA252AL	12/13	ALABAMA UNINSURED MOTORISTS COVERAGE
AA296	07/12	CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE
AA4001KY	11/16	KENTUCKY UNINSURED MOTORIST COVERAGE
AA4002KY	11/16	KENTUCKY UNDERINSURED MOTORIST COVERAGE
AA4004	03/06	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
AA4026SC	01/16	SOUTH CAROLINA UNINSURED MOTORISTS COVERAGE
AA4027SC	09/24	SOUTH CAROLINA UNDERINSURED MOTORIST COVERAGE
AA4059SC	09/97	NOTICE TO POLICYHOLDERS
AA405SC	01/99	NOTICE TO POLICY HOLDERS SOUTH CAROLINA PHYSICAL DAMAGE DEDUCTIBLE OPTIONS
AA4106AL	03/00	IMPORTANT NOTICE ABOUT THE POLICY OF INSURANCE FOR WHICH YOU HAVE APPLIED
AA4124SC	09/19	SOUTH CAROLINA OFFER OF ADDITIONAL UNINSURED MOTORIST COVERAGE AND OPTIONAL UNDERINSURED MOTORIST COVERAGE
AA4153AL	11/13	UNINSURED MOTORISTS INSURANCE OPTION SELECTION OR REJECTION FORM ALABAMA
AA4154AL	01/04	UNINSURED MOTORISTS COVERAGE(S) OPTION SELECTION FORM - ADDENDUM ALABAMA
AA4214	08/07	COVERED AUTO DESIGNATION SYMBOL
AA4223SC	07/24	SOUTH CAROLINA CHANGES
AA4231	08/08	SUPPLEMENTARY SCHEDULE FOR BUSINESS AUTO--ITEMS FOUR, FIVE, AND SIX
AA4234GA	10/17	GEORGIA UNINSURED MOTORIST COVERAGE - ADDED-ON TO AT-FAULT LIABILITY LIMITS
AA4241GA	10/17	GEORGIA UNINSURED/UNDERINSURED MOTORIST COVERAGE OFFER AND OPTION SELECTION FORM
AA4243NC	02/10	NORTH CAROLINA UNINSURED / UNDERINSURED MOTORISTS COVERAGE NOTICE
AA4263	04/10	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT
AA4330KY	11/17	UNINSURED/UNDERINSURED MOTORIST COVERAGE OPTION SELECTION/REJECTION FORM - KENTUCKY
AA4364SC	06/19	SOUTH CAROLINA NOTICE TO POLICYHOLDERS - COMMERCIAL AUTOMOBILE CANCELLATION
AA4409KY	11/24	KENTUCKY CHANGES
AA450	10/10	COMPOSITE RATE AUTO ENDORSEMENT
AA480TN	02/06	TENNESSEE UNINSURED MOTORISTS COVERAGE
ACORD60SC	09/19	SOUTH CAROLINA AUTO SUPPLEMENT
AP401TN	08/22	UNINSURED MOTORISTS COVERAGE OPTION SELECTION FORM TENNESSEE
AP415NC	01/09	NORTH CAROLINA SELECTION OF HIGHER UNINSURED/UNDERINSURED MOTORISTS COVERAGE LIMITS
CA0126	07/10	NORTH CAROLINA CHANGES
CA0146	07/01	TENNESSEE CHANGES
CA2116	04/10	NORTH CAROLINA UNINSURED MOTORISTS COVERAGE
CA2216	03/11	KENTUCKY PERSONAL INJURY PROTECTION
MCS90	05/23	ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980
AA247	03/06	DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR NAMED INDIVIDUALS
AA261	07/14	AUTO MEDICAL PAYMENTS COVERAGE
AA261SC	01/15	AUTO MEDICAL PAYMENTS COVERAGE - SOUTH CAROLINA
AA288	06/20	CINCIPLUS® BUSINESS AUTO XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT

* This policy may be subject to final audit

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.

Item 1. Name & Mailing Address of the Insured

ECS SOUTHEAST, LLC
14030 THUNDERBOLT PLACE
SUITE 500
CHANTILLY, VA 20151

FEIN 20-2806940

TEL#:

of EMP:

UI#:

Insured is: Limited Liability Partnership

Name & Address of the Producer

ARTHUR J GALLAGHER RISK MANAGEMENT
SERVICES LLC
14026 THUNDERBOLT DRIVE
SUITE 200
CHANTILLY 20151

Producer Number 0050141

Issued by Bankers Standard Insurance
Company
a stock insurance company
incorporated in PENNSYLVANIA

N.C.C.I. Carrier Code 20206

Policy Number (25) 7176-41-67

Previous Policy Number (24) 7176-41-67

OTHER WORK PLACES NOT SHOWN ABOVE - SEE ATTACHED EXTENSION OF INFORMATION PAGE

Item 2. POLICY PERIOD

12:01 A.M. standard time at the insured's mailing address FROM 12/01/24 TO 12/01/25

Item 3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the states listed here: AL, GA, HI, KY, LA, MS, NC, SC, TN

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

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. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here: All States, Except states designated in Item 3.A and ND, OH, WA, WY

D. Endorsements (Form No.) Refer To Extension of Information Page "List of Endorsements & Schedules"

Item 4. The Premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Refer to Extension of Information Page

Minimum Premium: \$
Minimum Premium State: MISSISSIPPI
Expense Constant: MISSISSIPPI (\$250 INCL)
Premium Adjustment Period: AT EXPIRATION

Total Estimated Premium:
Total State Surcharges:
Total Estimated Charge:
Deposit Amount:

CHUBB GROUP OF INSURANCE COMPANIES:

1001 G STREET NW
SUITE 400
WASHINGTON, DC 20001-1401



11/08/24

Authorized Representative and Date Signed

Issue Date: 11/08/24

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Insured Copy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM THE
NAMED INSURED HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS WAIVER.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-01-24** Policy No. **71764167**

Insured **ECS SOUTHEAST, LLC**

Endorsement No.

Premium \$ Incl.

Insurance Company **Bankers Standard Insurance Company**

Countersigned By _____

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Declarations

Chubb Group of Insurance Companies
202B Hall's Mill Road,
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

ECS SOUTHEAST, LLC
14030 THUNDERBOLT PLACE
SUITE 500
CHANTILLY, VA 20151

Policy Number 7989-13-44

Issued by the stock insurance company
indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Producer No. IT9573 / 0050141

Incorporated under the laws of INDIANA

Producer ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES LLC
14026 THUNDERBOLT DR 200
CHANTILLY, VA 20151-0000

Policy Period

From: DECEMBER 1, 2024 To: DECEMBER 1, 2025
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Premium

Limits of Insurance

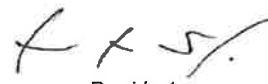
Excess Coverage Other Aggregate Limit (as applicable)	\$5,000,000
Umbrella Coverages Aggregate Limit	\$5,000,000
Products Completed Operations Aggregate Limit	\$5,000,000
Advertising Injury and Personal Injury Aggregate Limit	\$5,000,000
Each Occurrence Limit	\$5,000,000

Authorization

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers.

FEDERAL INSURANCE COMPANY


Secretary


President

Authorized Representative

December 10, 2024



Chubb. Insured.™

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: DECEMBER 1, 2024

Policy Number: 7989-13-44

Insured: ECS SOUTHEAST, LLC

Description

Limits

Employers Liability

Insurer: BANKERS STANDARD INSURANCE COMPANY

Policy No.: 7176-41-67

Coverage B - Employer's Liability

Policy Period: 12/01/2024

Bodily Injury By Accident

to: 12/01/2025

\$1,000,000 Each Accident

Bodily Injury By Disease

\$1,000,000 Policy Limit

\$1,000,000 Each Employee

Commercial General Liability

Insurer: THE CINCINNATI INDEMNITY COMPANY

Policy No.: ENP 021 99 91

\$1,000,000 Each Occurrence

Policy Period: 12/01/2024

\$2,000,000 General Aggregate

to: 12/01/2025

\$2,000,000 Products/Completed Operations Aggregate

Occurrence

\$1,000,000 Personal and Advertising Injury (aggregate when applicable)

Automobile Liability

Insurer: THE CINCINNATI INSURANCE COMPANY

Policy No.: EBA 055 92 55

\$1,000,000 Each Accident

Policy Period: 12/01/2024

to: 12/01/2025

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Underlying Insurance

Effective Date: DECEMBER 1, 2024

Policy Number: 7989-13-44

Insured: ECS SOUTHEAST, LLC

Description

Limits

Employee Benefits Liability

Insurer: THE CINCINNATI INDEMNITY COMPANY

Policy No.: ENP 021 99 91 \$1,000,000 Each Claim

Policy Period: 12/01/2024

to: 12/01/2025 \$3,000,000 Aggregate

Claims Made

Retroactive Date 12/01/2013

Authorization

All other terms and conditions remain unchanged.

Authorized Representative

December 10, 2024



CHUBB® Chubb Commercial Excess And Umbrella Insurance

Schedule Of Forms

Policy Period DECEMBER 1, 2024 To DECEMBER 1, 2025
Effective Date DECEMBER 1, 2024
Policy Number 7989-13-44
Insured ECS SOUTHEAST, LLC

Name of Company FEDERAL INSURANCE COMPANY
Date Issued December 10, 2024

Form Number

As of the effective date printed above, this is the Schedule Of Forms applicable to this policy:

PREMIUM BILL	07-10-0542	(10/06)
PREMIUM BILL	07-10-0542I	(10/06)
IMPORTANT INFORMATION TO POLICYHOLDERS -VA	07-10-0329	(07/01)
DIRECT BILL NOTICE	99-10-0460	(02/97)
IMPORTANT NOTICE TO POLICYHOLDERS-TRIA 2002	99-10-0732	(01/15)
VIRGINIA IMPORTANT NOTICE - CONTACT INFO.	99-10-0786	(01/04)
IMPORTANT NOTICE - OFAC	99-10-0796	(09/04)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872	(06/07)
COMMERCIAL EXCESS AND UMBRELLA DECLARATIONS	07-02-2315	(02/09)
SCHEDULE OF UNDERLYING INSURANCE	07-02-0922	(07/01)
CHUBB COMMERCIAL EXCESS & UMBRELLA INSURANCE	07-02-0815	(07/01)
COND VA - CANCEL AND WHEN WE DO NOT RENEW	07-02-2049	(04/04)
VA MAND-WHO IS INSURED/NEWLY ACQ OR FORM ORGS	07-02-2050	(01/04)
CONDITIONS VIRGINIA MANDATORY - CHANGES	07-02-2058	(01/04)
VA-COVERAGE CRISIS ASSISTANCE EXCESS AND UMB	07-02-2354	(04/11)
COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	07-02-2483	(03/12)
CARE, CONTROL OR CUSTODY - POLICY EXCLUSION	07-02-0837	(07/01)
CONTRACTORS EXCLUSION	07-02-0838	(07/01)
POLICY EXCLUSION-SCHED PERSON OR ORGANIZATION	07-02-0857	(03/06)
PROFESSIONAL SERVICES EXCL	07-02-0864	(07/01)
POLLUTION EXCL. - EXCESS FOLLOW-FORM COV. A	07-02-0885	(07/01)
PRODUCTS COMPLETED - COV. B EXCLUSION	07-02-0890	(07/01)
LIMITATIONS ON WHO IS AN INSURED - COV. B	07-02-0951	(07/01)
LEAD EXCLUSION	07-02-1153	(07/01)
NAMED INSURED	07-02-1477	(07/01)
BIOLOGICAL AGENTS EXCL.	07-02-1692	(07/01)
CAP ON CERTIFIED TERRORISM LOSSES	07-02-1961	(01/15)

COVERAGE/EX FOLLOW-FORM COV A-CLAIMS MADE-VA	07-02-2053	(07/13)
LIMITS OF INS-NON-ACCUMULATION OF LIMITS VA	07-02-2054	(01/04)
POLICY EXCL-EXT INSULATION & FINISH SYS(EIFS)	07-02-2154	(03/06)
EXCL. ASBESTOS,SILICA,SIM CMPDS, MIXED DUST	07-02-2194	(04/05)
CONDITIONS - OTHER INSURANCE	07-02-2291	(03/10)
COV B EXCL-INTELLECTUAL PROP LAWS OR RIGHTS	07-02-2420	(05/10)
CRISIS ASSISTANCE SERVICE PROVIDERS	07-02-2455	(12/10)
NOTICE OF CANCEL SCHED PERSONS/ORG EXCPT NP	07-02-2472	(03/11)
POL EXCL-ABUSE MOLEST, ACTL, ALLGD OR THREAT	07-02-2518	(05/12)
POLICY EXCLUSION - WAR	07-02-2741	(03/17)
POLICY EXCLUSION – VIOLATION OF LAWS ADDRESSING DATA PRIVACY	07-02-2978	(04/23)
EXCLUSION/UMBRELLA COVERAGE B – CYBER INCIDENT	07-02-2997	(11/23)
CONDITION - ADDITIONAL BENEFITS	07-02-3008	(03/24)
POLICY EXCLUSION - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW	07-02-2172	(06/23)
COV A EXCL – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFO & ELECTRONIC DATA-RELATED LIABILITY WITH EXCEPTIONS; COV B EXCL – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFO & ELECTRONIC DATA- RELATED LIABILITY	07-02-2853	(04/23)

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Endorsement

Policy Period DECEMBER 1, 2024 To DECEMBER 1, 2025
Effective Date DECEMBER 1, 2024
Policy Number 7989-13-44
Insured ECS SOUTHEAST, LLC

Name of Company FEDERAL INSURANCE COMPANY
Date Issued December 10, 2024

Under Conditions, Other Insurance is deleted and replaced by the following:

Conditions

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows:

- A. This insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis.
- B. We will have no duty to defend the **insured** against any **suit** if any provider of any other insurance has a duty to defend such **insured** against such **suit**.
- C. We will only pay our share of the amount of **loss**, if any, that exceeds the sum of the total:
 - 1. amount that all **other insurance** would pay for loss in absence of this insurance; and
 - 2. of all deductible and self-insured amounts under all **other insurance**.
- D. This insurance is not subject to the terms or conditions of any **other insurance**.

However, with respect to Coverage/Excess Follow-Form Coverage A only, paragraphs A. and B. above do not apply if:

- **underlying insurance** has agreed to provide insurance on a primary non-contributory basis to a person or organization; and

Conditions**Other Insurance**
(continued)

- the **insured** is obligated pursuant to a written contract or agreement, made prior to injury, damage or offense covered by this insurance, to provide such person or organization with insurance on a primary or non-contributory basis under this insurance;

then this insurance will not seek contribution from insurance available to such person or organization.

All other terms and conditions remain unchanged.

Authorized Representative

December 10, 2024



CHUBB® Chubb Commercial Excess And Umbrella Insurance

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverage/ Excess Follow-Form Coverage A

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured**, that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits**.

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance**; or
- is not contained in the applicable **underlying insurance**.

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance**.

This coverage does not apply to any part of **loss** within **underlying limits**, or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages/ Umbrella Coverage B

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

Coverages/ Umbrella Coverage B

Bodily Injury And Property Damage Liability Coverage (continued)

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

This coverage does not apply to any part of:

A. **loss** to which **underlying insurance** would apply, regardless of whether or not:

1. **underlying insurance** is available; and
2. the applicable **underlying limits** have been exhausted;

B. **loss** to which **underlying limits** apply; or

C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured**, **loss** because of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

This coverage does not apply to any part of:

A. **loss** to which **underlying insurance** would apply, regardless of whether or not:

1. **underlying insurance** is available; and
2. the applicable **underlying limits** have been exhausted;

B. **loss** to which **underlying limits** apply; or

C. any costs or expenses related to **loss** as described in paragraphs A. or B. above.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured**:

- under Excess Follow-Form Coverage A, against a **suit** in connection with **loss** to which such coverage applies, if the applicable **underlying limits** have been exhausted by payment of judgments, settlements or related costs or expenses (if such costs or expenses reduce such limits); or
- under Umbrella Coverage B, against a **suit** to which such coverage applies, even if such **suit** is false, fraudulent or groundless.

We have no duty to defend any person or organization against any claim or **suit**:

- to which this insurance does not apply; or
- if any other insurer has a duty to defend.

When we have the duty to defend, we may, at our discretion, investigate any occurrence or offense and settle any claim or **suit**. In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any occurrence, offense, claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, under Excess Follow-Form Coverage A or Umbrella Coverage B:

- A. we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:
1. the expenses we incur.
 2. the cost of:
 - a. bail bonds; or
 - b. bonds required to:
 - (1) appeal judgments; or
 - (2) release attachments;but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
 3. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
 4. costs taxed against the **insured** in the **suit**, except any:
 - a. attorney fees or litigation expenses; or
 - b. other loss, cost or expense;in connection with any injunction or other equitable relief.
 5. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**Supplementary
Payments**
(continued)

6. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

B. Supplementary Payments does not include any fine or other penalty.

C. Supplementary Payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

**Excess Follow-Form
Coverage A**

With respect to Excess Follow-Form Coverage A, this insurance applies anywhere that the applicable **underlying insurance** applies.

Umbrella Coverage B

With respect to Umbrella Coverage B, this insurance applies anywhere.

**Who Is An Insured/
Excess Follow-Form
Coverage A**

With respect to Excess Follow-Form Coverage A, the following persons and organizations qualify as **insureds**:

- the Named **Insured** shown in the Declarations; and
- other persons or organizations qualifying as an insured in **underlying insurance**, but not beyond the extent of any limitation imposed under any contract or agreement.

**Who Is An Insured/
Umbrella Coverage B**

With respect to Umbrella Coverage B, the following persons and organizations qualify as **insureds**.

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

**Partnerships Or Joint
Ventures**

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

CHUBB® Chubb Commercial Excess And Umbrella Insurance

Who Is An Insured/ Umbrella Coverage B (continued)

Limited Liability Companies If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

Volunteers Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers Persons (other than your **employees**) or organizations while acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Lessors Of Equipment Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

**Who Is An Insured/
Umbrella Coverage B**
(continued)

**Subsidiary Or Newly
Acquired Or Formed
Organizations**

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

**Limitations On Who Is An
Insured**

With respect to Umbrella Coverage B, the following limitations apply to Who Is An Insured.

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any:
 - **bodily injury** or **property damage** that occurred; or
 - **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.
- C. No person or organization is an **insured** with respect to the conduct of any partnership (including any limited liability partnership), joint venture or limited liability company that is not shown as a named **insured** in the Declarations.

Limits Of Insurance

With respect to all coverages under this contract, the Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought;
- persons or organizations making claims or bringing **suits**;
- vehicles involved; or
- coverages provided in this contract.

Limits Of Insurance*(continued)*

The aggregate limits apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months (starting with the beginning of the policy period shown in the Declarations), provided the applicable aggregate limits in **underlying insurance** apply in such manner. If the aggregate limits in **underlying insurance** do not so apply, the applicable aggregate limits of this insurance will apply to the entire policy period and not separately to any portion (whether annual or otherwise) thereof.

If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Excess Coverage Other Aggregate Limit

Subject to the Each Occurrence Limit, the Excess Coverage Other Aggregate Limit is the most we will pay for the sum of **loss** under Excess Follow-Form Coverage A, except **loss**:

- included in the products-completed operations hazard;
- arising out of advertising injury or personal injury; or
- otherwise covered by **underlying insurance**, but to which no aggregate limit in such **underlying insurance** applies.

The Excess Coverages Other Aggregate Limit will apply separately to **loss** in the same manner as each aggregate limit so applies in each coverage or policy described in the Schedule Of Underlying Insurance.

Umbrella Coverages Aggregate Limit

Subject to the Each Occurrence Limit, the Umbrella Coverages Aggregate Limit is the most we will pay for the sum of **loss** under Umbrella Coverages, except **loss**:

- included in the **products-completed operations hazard**; or
- arising out of **advertising injury** or **personal injury**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of **loss** included in the products-completed operations hazard, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of **loss** for advertising injury and personal injury, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of **loss** arising out of any one occurrence, even if such **loss** is or otherwise would be covered in whole or in part under more than one coverage.

Any amount paid for **loss** will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

EXHIBIT 'D': E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared David Marsh (affiant) who, being duly sworn says as follows:

Vice President of ECS Southeast, LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Office Administrator for ECS Southeast, LLC, that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said ECS Southeast, LLC, is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1833247.



Vice President of ECS Southeast, LLC

Sworn to and subscribed before me this the 4th 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

LOURDES M ANDERSON Notary Public, Alabama State at Large My Commission Expires 1/13/2029
--



Company ID Number: 571783

Client Company ID Number: 1833247

Approved by:

Employer	
Engineering Consulting Services LTD	
Name (Please Type or Print) Kisha Warren	Title
Signature Electronically Signed	Date 05/12/2022
E-Verify Employer Agent	
Paylocity Corporation	
Name (Please Type or Print) Kisha Warren	Title
Signature Electronically Signed	Date 05/12/2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/13/2022



Company ID Number: 571783

Client Company ID Number: 1833247

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Engineering Consulting Services LTD
Company Facility Address	14030 Thunderbolt Place Suite 500 Chantilly, VA 20151
Company Alternate Address	14030 Thunderbolt Place Suite 500 Chantilly, VA 20151
County or Parish	FAIRFAX
Employer Identification Number	541439291
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	112 site(s)



Company ID Number: 571783

Client Company ID Number: 1833247

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	4
AZ	2
CO	1
DC	2
FL	11
GA	8
HI	1
IA	1
IL	5
KY	1
LA	2
MD	8
MS	1
NC	12
NJ	1
OH	4
OK	2
PA	8
SC	4
TN	5
TX	7
VA	18
WI	3
WV	1



Company ID Number: 571783

Client Company ID Number: 1833247

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

Name Lorie Debo
Phone Number 5712996029
Fax
Email ldebo@ecslimited.com

Name David Gold
Phone Number 5712996056
Fax
Email dgold@ecslimited.com



Company ID Number: 571783



Client Company ID Number: 1833247

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



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-03 Current Date 3 / 10 / 25

Project Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 3

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a materials testing contract and the required work

is specialized and small enough not to warrant the use of sub-consultants.

John Forrester

Requested By (Department Director)



(Signature)

City Engineer

(Title)

3/10/2025

(Date)

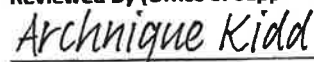
251-208-7243

Telephone Number

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)



(Signature)

Supplier Diversity Manager

(Title)

3/14/2025

(Date)

Approved By (CAO)

21-905

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Ben Reynolds and Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

That the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Mobile, a contract between the City of Mobile and ECS Southeast, LLC., for services related to testing and evaluating soils and materials in connection with the design and construction of the **2024 PAYGO Resurfacing – Commission District 3 (Project No. 2025-3005-03)**, as more fully set forth in the contract attached hereto and made a part hereof by reference. A copy of said contract is on file in the Office of the City Clerk.

Name of Company: ECS Southeast, LLC

Project Name: 2024 PAYGO Resurfacing Commission District 3 (D 4 & 6)
COM Project # 2025-3005-03

Cost: \$65,000.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

C #5413



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

CJ Small, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Harwell & Company, LLC for construction services.

Amount of Contract:

\$2,916,502.26

Funding Source

C1009

ATTACHMENTS:

1. 2025-3005-03 2024 PAYGO Resurfacing Commission District 3 Part 1 (Harwell and Company, LLC)

REVIEWERS:

Lana Gauthier

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 3 – Part 1 (D3);

COM Project# 2025-3005-03

PROJECT #: C1009 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Resurfacing Sites

CONTRACT AMOUNT: \$2,916,502.26

VENDOR NAME: Harwell & Company, LLC

VENDOR NUMBER: 294040

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

Non Contractual

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 6/23/2025

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman C. J. Small

WHEREAS, bids for street repairs for district 3 were received and opened on March 14, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Harwell & Company, LLC., in the amount of \$2,916,502.26.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Harwell & Company, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: Harwell & Company, LLC.

Project Name: 2024 PAYGO Resurfacing Commission District 3 – Part 1 (D3)

Project Number: 2025-3005-03

Amount: \$2,916,502.26

Adopted:

City Clerk



**2024 PAYGO RESURFACING COMMISSION
DISTRICT 3 – PART 1**

PROJECT No. 2025-3005-03

BID DATE – MAY 14, 2025

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor’s and Subcontractor’s Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location Attachment A

Contractor’s Insurance Certification Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report Attachment C

Certifications, Affidavits, & Project Closeout Attachment D

Sign Details Attachment E

Geotechnical Reports and/or Mix Designs Attachment F

Tax Exemption Attachment G

Map Book Attachment H

Construction Details Attachment I

Material Specifications Attachment J

Addenda Attachment K

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, MAY 14, 2025, at 2:30 PM and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2025-3005-03
Project: 2024 PAYGO Resurfacing Commission District 3 –
Part 1
Project Description: Resurfacing Sites

Plans and contract documents may be viewed at the office of ***Thompson Engineering, 2970 Cottage Hill Road, Suite 190, Mobile, Alabama 36606*** and may be obtained in electronic format by prime contractor bidders by contacting the Project Engineer. Spencer Cooper, PE (scooper@thompsonengineering.com). Hard copies may be obtained by prime contractor bidders depositing Two Hundred (\$200) dollars with the Project Engineer for each set. This deposit shall be refunded in full upon return of the documents in reusable condition within ten (10) days after bid opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on May 9, 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 May 7, 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-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 PAYGO Resurfacing Commission District 3 – Part 1**, City of Mobile Project No. **2025-3005-03**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES APRIL 16TH, 23RD, 30TH, 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 insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

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

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2024 PAYGO Resurfacing Commission District 3 – Part 1**, City of Mobile Project No. **2025-3005-03**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular

features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date May 14, 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 **Thompson Engineering**, as well as the premises

Project Name: 2024 PAYGO Resurfacing Commission District 3 – Part 1

Project No: 2025-3005-03

Project Description: Street Resurfacing and Infrastructure Repair

Major work items include: Resurfacing, Milling, Leveling, Curb, Inlet, and Sidewalk repair

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 May 9, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206C000	Removing Concrete Sidewalk (Including Saw Cut) (All Depths)	45	Square Yard		_____ DOLLARS _____ CENTS	
206C002	Removing Concrete Slope Paving	10	Square Yard		_____ DOLLARS _____ CENTS	
206D002	Removing Curb (Include Saw Cut) (All Depths)	10	Linear Foot		_____ DOLLARS _____ CENTS	
206D003	Removing Curb and Gutter (Including Saw Cut) (All Depths)	70	Linear Foot		_____ DOLLARS _____ CENTS	
206D005	Removing Gutter	410	Linear Foot		_____ DOLLARS _____ CENTS	
206E042	Removing Inlets (Partial)	15	Each		_____ DOLLARS _____ CENTS	
206E065	Removing Stump (8 - 18 Inch)	6	Each		_____ DOLLARS _____ CENTS	
209A000	Mailbox Reset, Single	5	Each		_____ DOLLARS _____ CENTS	
210A000	Unclassified Excavation	100	Cubic Yard		_____ DOLLARS _____ CENTS	
210D001	Borrow Excavation (Loose Truckbed Measurement)	80	Cubic Yard		_____ DOLLARS _____ CENTS	
212A000	Machine Grading Shoulders	178	Station		_____ DOLLARS _____ CENTS	
214A000	Structure Excavation	60	Cubic Yard		_____ DOLLARS _____ CENTS	
214B001	Foundation Backfill, Commercial	90	Cubic Yard		_____ DOLLARS _____ CENTS	

260A000	Cement Mortar Flowable Backfill, Mix 1	35	Cubic Yard		_____ DOLLARS _____ CENTS	
301A012	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	550	Square Yard		_____ DOLLARS _____ CENTS	
301E008	Crushed Aggregate Base Course, Type B, Plant Mixed (Thickness Varies)	300	Ton		_____ DOLLARS _____ CENTS	
305B058	Selected Materials, 57 Stone, For Miscellaneous Use	150	Ton		_____ DOLLARS _____ CENTS	
408A076	Planning Existing Pavement (Approximately 1" Thru 2" Thick)	170500	Square Yard		_____ DOLLARS _____ CENTS	
408A077	Planning Existing Pavement (Approximately 2" Thru 3.5" Thick)	500	Square Yard		_____ DOLLARS _____ CENTS	
429A000	Improved Bituminous Concrete Wearing Surface 1/2" Max. Aggregate Size Mix, ESAL Range A/B Approx. 165 LB/SY (Incl. Tack Coat & Cleaning Gutters)	14250	Ton		_____ DOLLARS _____ CENTS	
429A001	Improved Bituminous Concrete Wearing Surface 3/4" Max. Aggregate Size Mix, ESAL Range A/B Approx. 220 LB/SY (Incl. Tack Coat & Cleaning Gutters)	210	Ton		_____ DOLLARS _____ CENTS	
429B000	Improved Bituminous Concrete Binder Surface Leveling 1/2" Max. Aggregate Size Mix, ESAL Range A/B Approx. Up to 165 LB/SY (Incl. Tack Coat)	400	Ton		_____ DOLLARS _____ CENTS	
429B001	Improved Bituminous Concrete Upper Binder 1/2" Max. Aggregate Size Mix, ESAL Range A/B Approx. Up to 220 LB/SY (Incl. Tack Coat)	200	Ton		_____ DOLLARS _____ CENTS	
534E000	Cleaning Existing Culvert (Less Than or Equal to 48" Horizontal Opening)	50	Linear Foot		_____ DOLLARS _____ CENTS	
600A000	Mobilization	1	Lump Sum		_____ DOLLARS _____ CENTS	

618A000	Concrete Sidewalk, 4" Thick (Including Excavation)	60	Square Yard		_____ DOLLARS _____ CENTS	
618B002	Concrete Driveway, 6" Thick (Including Excavation)	10	Square Yard		_____ DOLLARS _____ CENTS	
618C002	Truncated Dome	5	Each		_____ DOLLARS _____ CENTS	
618D001	Curb Ramp (All Types)	4	Each		_____ DOLLARS _____ CENTS	
620A000	Minor Structure Concrete	45	Cubic Yard		_____ DOLLARS _____ CENTS	
621C050	Inlets, Type "Special" (Partial) (Match Existing)	15	Each		_____ DOLLARS _____ CENTS	
623C020	Combination Curb & Gutter (Match Existing)	480	Linear Foot		_____ DOLLARS _____ CENTS	
630A001	Steel Beam Guardrail, Class A, Type 2	75	Linear Foot		_____ DOLLARS _____ CENTS	
630C080	Guardrail End Anchor, Type 20 Series (MASH)	2	Each		_____ DOLLARS _____ CENTS	
650A000	Topsoil 4" Thick (Truck Bed Measure)	100	Cubic Yard		_____ DOLLARS _____ CENTS	
652A100	Seeding		Acre		_____ DOLLARS _____ CENTS	
654A000	Solid Sodding (Match Existing)	2700	Square Yard		_____ DOLLARS _____ CENTS	
656A010	Mulching	1	Acre		_____ DOLLARS _____ CENTS	
665E000	Polyethylene	200	Square Yards		_____ DOLLARS _____ CENTS	
665G000	Sandbags	100	Each		_____ DOLLARS _____ CENTS	

665Q002	Wattle	300	Linear Foot		_____ DOLLARS _____ CENTS	
674A000	Construction Safety Fence	150	Linear Foot		_____ DOLLARS _____ CENTS	
690A000	Project Sign (Portable)	2	Each		_____ DOLLARS _____ CENTS	
701A227	Solid White, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	10	Mile		_____ DOLLARS _____ CENTS	
701A230	Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	9	Mile		_____ DOLLARS _____ CENTS	
701A239	Broken White, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	3	Mile		_____ DOLLARS _____ CENTS	
701A244	Broken Yellow, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	3	Mile		_____ DOLLARS _____ CENTS	
701B207	Dotted, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	2350	Linear Foot		_____ DOLLARS _____ CENTS	
701C000	Broken Temporary Traffic Stripe	12	Mile		_____ DOLLARS _____ CENTS	
701C001	Solid Temporary Traffic Stripe	38	Mile		_____ DOLLARS _____ CENTS	
703A002	Traffic Control Markings, Class 2, Type A, All Weather Elements	4725	Square Foot		_____ DOLLARS _____ CENTS	
703B002	Traffic Control Legends, Class 2, Type A, All Weather Elements	550	Square Foot		_____ DOLLARS _____ CENTS	
703D001	Temporary Traffic Control Markings	1230	Square Foot		_____ DOLLARS _____ CENTS	
705A037	Pavement Markers, Class A-H, Type 2-A	1510	Each		_____ DOLLARS _____ CENTS	
705A039	Pavement Markers, Class A-H, Type 2-A	730	Each		_____ DOLLARS _____ CENTS	

729D001	Camera System (Location 1, Completely Installed and Fully Operational) - (AXIS M4318-PLVE Panoramic Camera or City of Mobile Traffic, Approved Equal) Currux Controller	1	Each		_____ DOLLARS _____ CENTS	
729D002	Camera System (Location 2, Completely Installed and Fully Operational) - (AXIS M4318-PLVE Panoramic Camera or City of Mobile Traffic, Approved Equal) Currux Controller	1	Each		_____ DOLLARS _____ CENTS	
729D003	Camera System (Location 3, Completely Installed and Fully Operational) - (AXIS M4318-PLVE Panoramic Camera or City of Mobile Traffic, Approved Equal) Currux Controller	1	Each		_____ DOLLARS _____ CENTS	
729D004	Camera System (Location 4, Completely Installed and Fully Operational) - (AXIS M4318-PLVE Panoramic Camera or City of Mobile Traffic, Approved Equal) Currux Controller	1	Each		_____ DOLLARS _____ CENTS	
730H010	Loop Wire Replacement	900	Linear Foot		_____ DOLLARS _____ CENTS	
740A000	Traffic Control Scheme	1	Lump Sum		_____ DOLLARS _____ CENTS	
742A002	Portable Changeable Message Sign, Type 1	2	Each		_____ DOLLARS _____ CENTS	
999X000	Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer		Lump Sum		_____ DOLLARS _____ CENTS	
999X010	Rubber Rings for Manholes	45	Each		_____ DOLLARS _____ CENTS	
TOTAL BASE BID						



2025-3005-03

Bid Sheet 1 of 2

2024 PAYGO, County Commission District 3

Item No	Description	Bid Unit	Bid Qty	Bid Unit Price	Unit Price Written in Words	Bid Amount
206C000	Removing Concrete Sidewalk (Including Saw Cut) (All Depths)	Square Yard	45	\$16.50	Sixteen Dollars and Fifty Cents	\$742.50
206C002	Removing Concrete Slope Paving	Square Yard	10	\$25.00	Twenty Five Dollars and No Cents	\$250.00
206D002	Removing Curb (Include Saw Cut) (All Depths)	Linear Foot	10	\$25.00	Twenty Five Dollars and No Cents	\$250.00
206D003	Removing Curb And Gutter (Including Saw Cut) (All Depths)	Linear Foot	70	\$14.50	Fourteen Dollars and Fifty Cents	\$1,015.00
206D005	Removing Gutter	Linear Foot	410	\$12.50	Twelve Dollars and Fifty Cents	\$5,125.00
206E042	Removing Inlets (Partial)	Each	15	\$500.00	Five Hundred Dollars and No Cents	\$7,500.00
206E065	Removing Stump (8 - 18 Inch)	Each	6	\$500.00	Five Hundred Dollars and No Cents	\$3,000.00
209A000	Mailbox Reset, Single	Each	5	\$250.00	Two Hundred Fifty Dollars and No Cents	\$1,250.00
210A000	Unclassified Excavation	Cubic Yard	100	\$27.50	Twenty Seven Dollars and Fifty Cents	\$2,750.00
210D001	Borrow Excavation (Loose Truckbed Measurement)	Cubic Yard	80	\$32.50	Thirty Two Dollars and Fifty Cents	\$2,600.00
212A000	Machine Grading Shoulders	Station	178	\$75.00	Seventy Five Dollars and No Cents	\$13,350.00
214A000	Structure Excavation	Cubic Yard	60	\$58.00	Fifty Eight Dollars and No Cents	\$3,480.00
214B001	Foundation Backfill, Commercial	Cubic Yard	90	\$96.00	Ninety Six Dollars and No Cents	\$8,640.00
260A000	Cement Mortar Flowable Backfill, Mix 1	Cubic Yard	35	\$250.00	Two Hundred Fifty Dollars and No Cents	\$8,750.00
301A012	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	Square Yard	550	\$88.00	Eighty Eight Dollars and No Cents	\$48,400.00
301E008	Crushed Aggregate Base Course, Type B, Plant Mixed (Thickness Varies)	Ton	300	\$75.00	Seventy Five Dollars and No Cents	\$22,500.00
305B058	Selected Material, 57 Stone, For Miscellaneous Use	Ton	150	\$75.00	Seventy Five Dollars and No Cents	\$11,250.00
408A076	Planing Existing Pavement (Approximately 1" - 2")	Square Yard	170500	\$1.25	One Dollar and Twenty Five Cents	\$213,125.00
408A077	Planing Existing Pavement (Approximately 2" - 3.5")	Square Yard	500	\$1.25	One Dollar and Twenty Five Cents	\$625.00
429A000	Improved Bituminous Concrete Wearing Surface 1/2" Max. Aggregate Size Mix, ESAL Range A/B Approx. 165 LB/SY (Incl. Tack Coat & Cleaning Gutters)	Ton	14250	\$119.00	One Hundred Nineteen Dollars and No Cents	\$1,695,750.00
429A001	Improved Bituminous Concrete Wearing Surface 3/4" Max. Aggregate Size Mix, ESAL Range A/B Approx. 220 LB/SY (Incl. Tack Coat & Cleaning Gutters)	Ton	210	\$125.00	One Hundred Twenty Five Dollars and No Cents	\$26,250.00
429B000	Improved Bituminous Concrete Binder Surface Leveling 1/2" Max. Aggregate Size Mix, ESAL Range A/B Approx. Up to 165 LB/SY (Incl. Tack Coat)	Ton	400	\$120.00	One Hundred Twenty Dollars and No Cents	\$48,000.00
429B001	Improved Bituminous Concrete Upper Binder 1/2" Max. Aggregate Size Mix, ESAL Range A/B Approx. Up to 220 LB/SY (Incl. Tack Coat)	Ton	200	\$120.00	One Hundred Twenty Dollars and No Cents	\$24,000.00
534E000	Cleaning Existing Culvert (Less Than Or Equal To 48" Horizontal Opening)	Linear Foot	50	\$50.00	Fifty Dollars and No Cents	\$2,500.00
600A000	Mobilization	Lump Sum	1	\$75,000.00	Seventy Five Thousand Dollars and No Cents	\$75,000.00
618A000	Concrete Sidewalk, 4" Thick (Including Excavation)	Square Yard	60	\$85.00	Eighty Five Dollars and No Cents	\$5,100.00
618B002	Concrete Driveway, 6" Thick (Including Excavation)	Square Yard	10	\$95.00	Ninety Five Dollars and No Cents	\$950.00
618C002	Truncated Dome	Each	5	\$275.00	Two Hundred Seventy Five Dollars and No Cents	\$1,375.00
618D001	Curb Ramp (All Types)	Each	4	\$2,000.00	Two Thousand Dollars and No Cents	\$8,000.00
620A000	Minor Structure Concrete	Cubic Yard	45	\$957.00	Nine Hundred Fifty Seven Dollars and No Cents	\$43,065.00
621C050	Inlets, Type "Special" (Partial) (Match Existing)	Each	15	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$37,500.00
623C020	Combination Curb & Gutter (Match Existing)	Linear Foot	480	\$43.50	Forty Three Dollars and Fifty Cents	\$20,880.00
630A001	Steel Beam Guardrail, Class A, Type 2	Linear Foot	75	\$37.20	Thirty Seven Dollars and Twenty Cents	\$2,790.00
630C080	Guardrail End Anchor, Type 20 Series (MASH)	Each	2	\$4,020.00	Four Thousand Twenty Dollars and No Cents	\$8,040.00
650A000	Topsoil 4" Thick (Truck Bed Measure)	Cubic Yard	100	\$49.50	Forty Nine Dollars and Fifty Cents	\$4,950.00
652A100	Seeding	Acre	1	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$1,200.00
654A000	Solid Sodding (Match Existing)	Square Yard	2700	\$8.50	Eight Dollars and Fifty Cents	\$22,950.00
656A010	Mulching	Acre	1	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$2,500.00
665E000	Polyethylene	Square Yard	200	\$1.50	One Dollar and Fifty Cents	\$300.00
665G000	Sand Bags	Each	100	\$6.00	Six Dollars and No Cents	\$600.00
665Q002	Wattle	Linear Foot	300	\$25.00	Twenty Five Dollars and No Cents	\$7,500.00
674A000	Construction Safety Fence	Linear Foot	150	\$8.00	Eight Dollars and No Cents	\$1,200.00
690A000	Project Sign (Portable)	Each	2	\$3,000.00	Three Thousand Dollars and No Cents	\$6,000.00
701A227	Solid White, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	Mill	10	\$6,240.00	Six Thousand Two Hundred Forty Dollars and No Cents	\$62,400.00
701A230	Solid Yellow, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	Mill	9	\$6,240.00	Six Thousand Two Hundred Forty Dollars and No Cents	\$56,160.00
701A239	Broken White, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	Mill	3	\$2,160.00	Two Thousand One Hundred Sixty Dollars and No Cents	\$6,480.00



2025-3005-03

Bid Sheet 2 of 2

2024 PAYGO, County Commission District 3

701A244	Broken Yellow, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	Mile	3	\$2,160.00	Two Thousand One Hundred Sixty Dollars and No Cents	\$6,480.00
701B207	Dotted, Class 2, Type A Traffic Stripe (5" Wide) All Weather Elements	Linear Foot	2350	\$2.40	Two Dollars and Forty Cents	\$5,640.00
701C000	Broken Temporary Traffic Stripe	Mile	12	\$1,740.00	One Thousand Seven Hundred Forty Dollars and No Cents	\$20,880.00
701C001	Solid Temporary Traffic Stripe	Mile	38	\$1,740.00	One Thousand Seven Hundred Forty Dollars and No Cents	\$66,120.00
703A002	Traffic Control Markings, Class 2, Type A, All Weather Elements	Square Foot	4775	\$8.40	Eight Dollars and Forty Cents	\$40,110.00
703B002	Traffic Control Legends, Class 2, Type A, All Weather Elements	Square Foot	550	\$8.40	Eight Dollars and Forty Cents	\$4,620.00
703D001	Temporary Traffic Control Markings	Square Foot	1230	\$3.60	Three Dollars and Sixty Cents	\$4,428.00
705A037	Pavement Markers, Class A-H, Type 2-D	Each	1510	\$7.20	Seven Dollars and Twenty Cents	\$10,872.00
705A039	Pavement Markers, Class A-H, Type 2-A	Each	730	\$7.20	Seven Dollars and Twenty Cents	\$5,256.00
729D001	Camera System (Location 1, Completely Installed and Fully Operational) (AXIS M4318-PLVE Panoramic Camera or City of Mobile Traffic, Approved Equal) Currux Controller	Each	1	\$34,326.19	Thirty Four Thousand Three Hundred Twenty Six Dollars and Nineteen Cents	\$34,326.19
729D002	Camera System (Location 2, Completely Installed and Fully Operational) (AXIS M4318-PLVE Panoramic Camera or City of Mobile Traffic, Approved Equal) Currux Controller	Each	1	\$34,326.19	Thirty Four Thousand Three Hundred Twenty Six Dollars and Nineteen Cents	\$34,326.19
729D003	Camera System (Location 3, Completely Installed and Fully Operational) (AXIS M4318-PLVE Panoramic Camera or City of Mobile Traffic, Approved Equal) Currux Controller	Each	1	\$34,326.19	Thirty Four Thousand Three Hundred Twenty Six Dollars and Nineteen Cents	\$34,326.19
729D004	Camera System (Location 4, Completely Installed and Fully Operational) (AXIS M4318-PLVE Panoramic Camera or City of Mobile Traffic, Approved Equal) Currux Controller	Each	1	\$34,326.19	Thirty Four Thousand Three Hundred Twenty Six Dollars and Nineteen Cents	\$34,326.19
730H010	Loop Wire Replacement	Linear Foot	900	\$7.36	Seven Dollars and Thirty Six Cents	\$6,624.00
740A000	Traffic Control Scheme	Lump Sum	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
742A002	Portable Changeable Message Sign, Type 1	Each	2	\$3,000.00	Three Thousand Dollars and No Cents	\$6,000.00
999X000	Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	Lump Sum	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
999X010	Rubber Rings for Manholes	Each	45	\$25.00	Twenty Five Dollars and No Cents	\$1,125.00
				TOTAL BASE BID	Two Million Nine Hundred Sixteen Thousand Five Hundred Two Dollars and Twenty Six Cents	\$2,916,502.26

Base Bid

Total (All items listed in Proposal) 2,916,502.26
Written in words Two million, nine hundred sixteen thousand, five hundred two + 26/100 cents
Number of working days to complete 150

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder HARWELL + Company, LLC
(If a Corporation)

By [Signature]
President
Doug Harwell
Print

Business Address 75 Midtown Park E.
Mobile, AL 36606

Business Address _____

Business Address _____

Secretary

Print

Treasurer

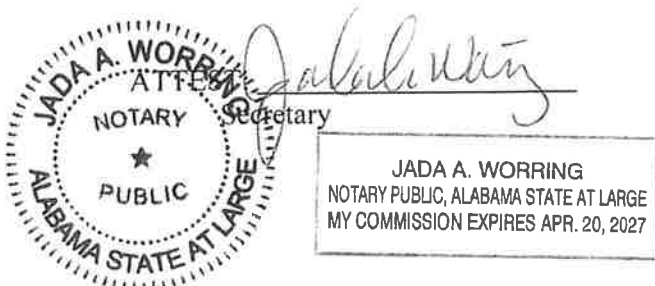
Print

(Corporate Seal)

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

46763
State License Number

Corporate Seal



ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Harwell & Company, LLC
(Name of Contractor)
75 Midtown Park E., Mobile, AL 36606-4141
(Address)
as Principal, and Old Republic Surety Company
(Name of Surety)
P. O. Box 1635, Milwaukee, WI 53201
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as 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 **2024 PAYGO Resurfacing Commission District 3 – Part 1, City of Mobile Project No. 2025-3005-03**.

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 May 14, 2025 (Date)

Witness as to Principal By: [Signature] (Contracting Firm)
Harwell & Company, LLC
[Signature] (SEAL)
Old Republic Surety Company (Name of Surety)

COUNTERSIGNED:
Alabama Resident Agent

[Signature]
Tammy P. Williams, Attorney-In-Fact
By [Signature]
Tammy P. Williams, Agent



BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152



Signed and sealed at the City of Brookfield, WI this 14th day of May, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

VALENT GROUP, LLC

(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 2nd day of June 2025.

In the presence of:

Individual Principals sign here

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

BY: Harwell & Company, LLC

(Signature)
Doug Harwell
(Print)

ITS: Owner/Member
(Title)

ATTEST:
Jada A. Worning
(Signature)
Jada A. Worning (Print)
ITS: office Manager

BY: Old Republic Surety Company
Tammy P. Williams
(Signature)

Tammy P. Williams
(Print)
ITS: Attorney-In-Fact
(Title)

ATTEST:
Danella Stokes
(Signature)
Danella Stokes (Print)
ITS: Agent





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152



Signed and sealed at the City of Brookfield, WI this 2nd day of June, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Harwell & Company, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Old Republic Surety Company, P. O. Box 1635, Milwaukee, WI 53201
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Two million, nine hundred sixteen thousand, five hundred two and 26/100-----dollars (\$2,916,502.26-----), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20____, entered into a Contract with the Owner for 2024 Paygo Resurfacing commission District 3-Part 1, Project No. 2025-3005-03 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 2nd day of June 2025.

In the presence of:

Individual Principals sign here

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

ATTEST:

Jada A. Worring
(Signature)
Jada A. Worring (Print)
ITS: Office Manager
(Title)

Harwell & Company, LLC
BY: [Signature]
(Signature)
Doug Harwell
(Print)
ITS: Owner / Member
(Title)

ATTEST:

Danelle Stokes
(Signature)
Danelle Stokes (Print)

ITS: Agent
(Title)

Old Republic Surety Company
BY: Tammy P. Williams
(Signature)
Tammy P. Williams
(Print)
ITS: Attorney-In-Fact
(Title)



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.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, ~~assistant secretary~~ of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152

Signed and sealed at the City of Brookfield, WI this 2nd day of June, 2025


Assistant Secretary

ORSC 22262 (3-06)

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. All certificates/endorsements shall be reviewed and deemed acceptable by the City's Risk-Management Office prior to any work.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

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

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except 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.

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. Failure to meet the committed DBE percentage without documented good-faith effort shall constitute a material breach and may result in withholding of retainage or future bid disqualification.
 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the 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, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.
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. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be **NO** adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A

backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.
53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 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.
66. Pay Item 740-A includes submitting and getting approved traffic control plans to Traffic Engineering Department for the construction and resurfacing work on Grelot Road and at intersections that ties into US-90 Highway. In addition, 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.

ITEM IX
ARTICLES OF AGREEMENT

**STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)**

(Executed in Quintuplicate)

(1) **THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter "CITY"), acting by and through its MAYOR and CITY COUNCIL, and Harwell & Company, LLC (hereinafter "CONTRACTOR"), and shall be effective as of the date of this Agreement is last signed by all parties hereto (the "Effective Date").

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense; all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 PAYGO Resurfacing Commission District 3 – Part 1

Project No: 2025-3005-03

Project Description: Street Resurfacing and Infrastructure Repair

Major work items include: Resurfacing, Milling, Leveling, Curb, Inlet, and Sidewalk Repair

City of Mobile Project Number **2025-3005-03**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ \$2,916,502.26) 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 assigned to this project is **Thompson Engineering**.

AUTHORITY OF THE CITY ENGINEER:

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

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

DUTIES OF THE CONTRACTOR:

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

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

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

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

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

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2024 MOBILE COUNTY PAYGO, MCR-2024-303, C1009. Said funds are / are not on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

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

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

ATTEST:
BY: _____
CITY CLERK

(Print)

CITY OF MOBILE
BY: _____
ITS MAYOR

(Print)

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

ATTEST:

(Print)

Harwell & Company, LLC
CONTRACTOR: (IF CORPORATION)

(Print)

BY: _____
ITS PRESIDENT
Doug Harwell

(Print)

ATTEST:
Jada A. Worring
ITS SECRETARY
Jada A. Worring

(Print)

June 6, 2025

DATE

Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Doug Harwell, whose name is signed to the foregoing instrument in the capacity of Owner/member/CEO of Harwell & Company LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 6th day of June, 2025.

Jada A. Worring

NOTARY PUBLIC My Commission Expires:



JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027

ITEM X
SUPPLEMENTAL SPECIFICATIONS

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

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

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to 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. OMIT

6. ITEM 429-A *IMPROVED BITUMINOUS CONCRETE WEARING, BINDER, AND UPPER BINDER SURFACE (ALL DEPTHS) ESAL A/B (INCL. TACK COAT & CLEANING GUTTERS)* (ALDOT Standard Specifications for Highway Construction, 2006 Edition):

429.A000.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2022 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2022 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Binder, Upper Binder, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

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

618.D.01

Description

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

618.D.02

Materials

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

618.D.03

Basis of Payment

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

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

618.E.1

Description

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

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

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

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

9. OMIT

10. OMIT

11. 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.

12. 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.

13. OMIT

14. ITEM 690-A PROJECT SIGN -PORTABLE:

690.A.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item.

15. OMIT

16. ITEM 701-A. TRAFFIC STRIPE

Description

This pay item shall cover the work of placing a permanent or temporary traffic stripe and removal of existing or temporary traffic stripe at the locations shown on the plans or as directed by the Engineer. All permanent traffic stripe must have 3M All Weather Reflective Elements. Permanent striping and markings shall be placed no later than 45 days including the curing period of completion of asphalt paving at each area. Failure to make this happen shall cause the project to be placed in default as outlined in Section 108.12 of The Alabama Department of Standard Specifications for Highway Construction, 2022 Edition.

Materials

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

17. ITEM 729D-001-004. Cameras (Location 1 - 4, Completely Installed and Fully Operational) – Axis Communications (AXIS M4318-PLVE Panoramic Camera or City of Mobile Traffic, Approved Equal)

Description

Video Vehicle Detection System – The system must be compatible to City of Mobile's current system. The system will be a Type 1 Video Vehicle Detection that will provide presence or pulse detection of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs. Type 1B – camera (fisheye type) with independent video detection

processor will be used. The Axis carried (AXIS M4318-PLVE Panoramic Camera with 36" offset aluminum camera mount) meets these standards. Submittal must be made to the City of Mobile Traffic Department for final approval.

Construction Requirements

Prior to installation the traffic cameras, the contractor shall contact Adam Spence (251-208-2960) with the City of Mobile Traffic Department to locate the exact pole location for each intersection's detection system. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install and test the Video Vehicle Detection equipment, complete and ready for service. The equipment used for installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

18. 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. In addition, this section (740-A) includes submitting and getting approved traffic control plans to the Traffic Engineering Department for the construction and resurfacing work on Grelot Road and at intersections that tie into US-90 Highway.

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.

19. ITEM 999-X. WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER.

Description

This section specifies administrative and procedural requirements governing handling and processing work of similar nature utilizing bid items and unit prices to be determined by Engineer. This has been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

Materials

All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition or as specified by the Project Engineer or the City of Mobile

Construction Requirements

The equipment used for the installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement

All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition or as specified by the Project Engineer or the City of Mobile.

Basis of Payment

(a) UNIT PRICE COVERAGE.

The item of Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for at a percentage of the contract lump sum price bid. This percentage will be calculated as follows:

$$\frac{\text{Value of work performed (in dollars)}}{\text{Lump sum value of pay item (in dollars)}} = \text{Amount payable (in percent)}$$

(b) PAYMENT SHALL BE MADE UNDER ITEM NO.:

999X-000, Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by Engineer – per lump sum.

20. ITEM 999-X010. RUBBER RINGS FOR MANHOLESDescription

This section specifies administrative and procedural requirements governing handling and processing rubber rings for manholes. This has been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation.

Materials

All materials furnished for use shall comply with the appropriate requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition or as specified by the Project Engineer or the City of Mobile

Construction Requirements

The equipment used for installation of this item of work shall be approved by the engineer prior to beginning work on this pay item.

Method of Measurement

All work shall be measured, complete in place, in accordance with the appropriate section of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition or as specified by the Project Engineer or the City of Mobile.

Basis of Payment

(c) UNIT PRICE COVERAGE.

The item of Rubber Rings for Manhole (tops) Bid Items and Unit Prices to be Determined by Engineer, measured as noted above, will be paid for each.

ATTACHMENT “A”

LOCATION

EXHIBIT A: PROJECT LOCATION**A.1: Part 1 – PAYGO Resurfacing Sites**

STREET	FROM	TO
ALDEBARAN WAY	DEMETROPOLIS ROAD	END OF PAVEMENT
ALTAIR LANE	REGULUS DRIVE	GOVERNMENT BOULEVARD (U.S. 90)
ANTARES LANE	DEMETROPOLIS ROAD	POLARIS DRIVE
ARCTURUS LANE	POLARIS DRIVE	U.S. 90 DRIVE
ARIES DRIVE	TAURUS DRIVE	ARCTURUS LANE
GRELOT ROAD	MOBILE CITY LIMIT	CODY ROAD S.
I-10 INDUSTRIAL PARKWAY	I-10 INDUSTRIAL PARKWAY N.	GOVERNMENT BOULEVARD (U.S. 90)
I-10 INDUSTRIAL PARKWAY N.	I-10 INDUSTRIAL PARKWAY W.	I-10 INDUSTRIAL PARKWAY
I-10 INDUSTRIAL PARKWAY S.	I-10 INDUSTRIAL PARKWAY W.	I-10 INDUSTRIAL PARKWAY
I-10 INDUSTRIAL PARKWAY W.	I-10 INDUSTRIAL PARKWAY S.	I-10 INDUSTRIAL PARKWAY N.
LARUE STEINER ROAD	GOVERNMENT BOULEVARD (U.S. 90)	END OF MAINTENANCE
OLD PASCAGOULA ROAD	MOBILE CITY LIMIT	THREE NOTCH-KRONER ROAD
POLARIS DRIVE	GOVERNMENT BOULEVARD (U.S. 90)	ARCTURUS LANE
RIGEL LANE	POLARIS DRIVE	VEGA DRIVE
REGULUS DRIVE	POLARIS DRIVE	ALDEBARAN WAY
SERMON ROAD N.	SERMON ROAD W.	WILLIS ROAD
SERMON ROAD S.	SERMON ROAD W.	GOVERNMENT BOULEVARD (U.S. 90)
SERMON ROAD W.	SERMON ROAD S.	SERMON ROAD N.
TAURUS DRIVE	POLARIS DRIVE	ALDEBARAN WAY
THREE NOTCH-KRONER ROAD	MOBILE CITY LIMIT	GOVERNMENT BOULEVARD (U.S. 90)
TILLMANS CORNER PARKWAY	OLD PASCAGOULA ROAD	GOVERNMENT BOULEVARD (U.S. 90)
U.S. 90 DRIVE	GOVERNMENT BOULEVARD (U.S. 90)	END OF MAINTENANCE
VEGA DRIVE	REGULUS DRIVE	ARCTURUS LANE
WILLIS ROAD	MOBILE CITY LIMIT	GOVERNMENT BOULEVARD (U.S. 90)

REVISIONS:

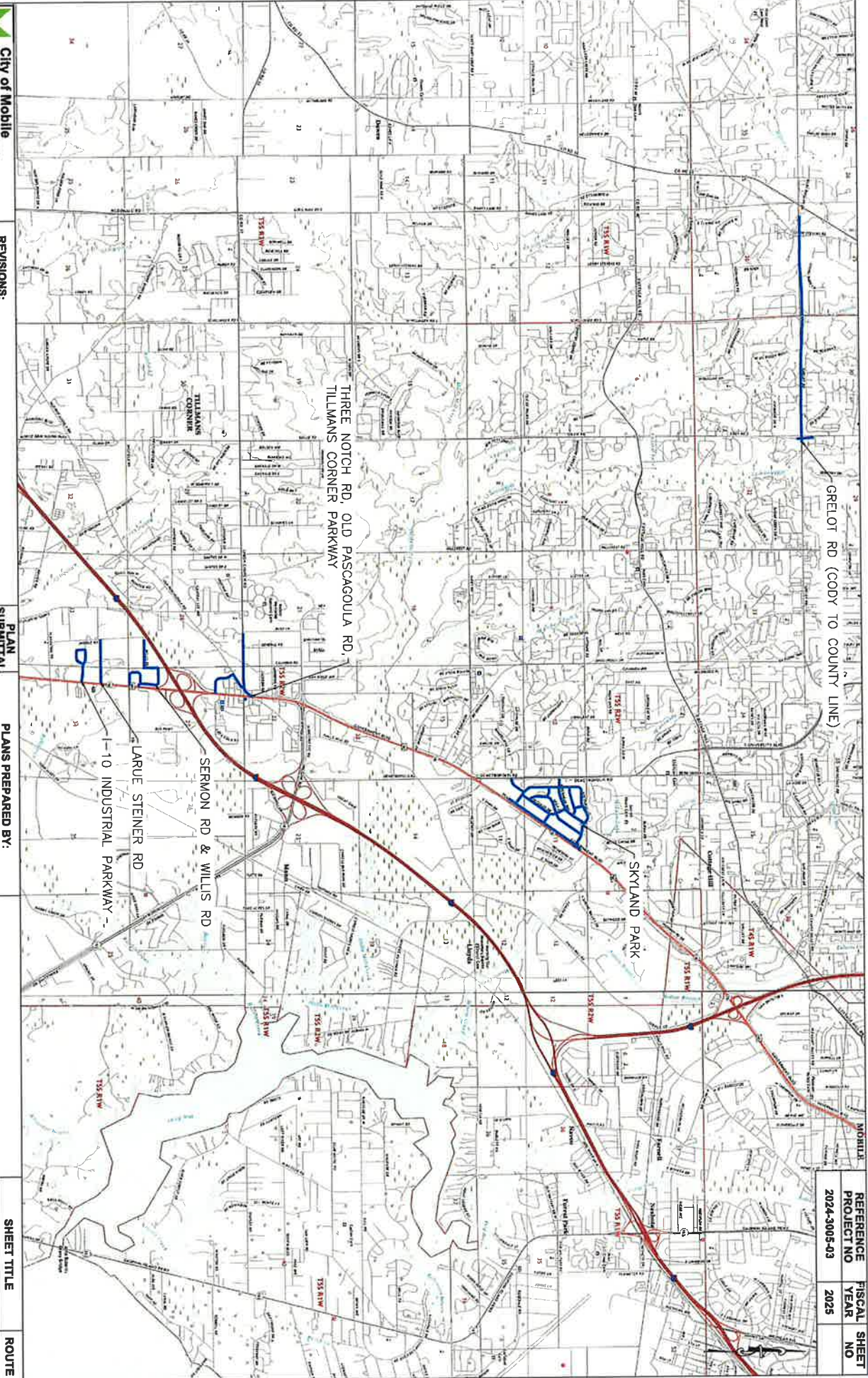
PLAN SUBMITTAL

PLANS PREPARED BY:
 **thompson**
 ENGINEERING
 3000 COTTAGE HILL ROAD, SUITE 100
 MOBILE, AL 36688-3443
 (251) 968-2443



SHEET TITLE

OVERALL RESURFACING MAP



GRELOT RD (CODY TO COUNTY LINE)

THREE NOTCH RD, OLD PASCAGOULA RD,
TILLMANS CORNER PARKWAY

SERMON RD & WILLIS RD

LARUE STEINER RD

I-10 INDUSTRIAL PARKWAY

SKYLAND PARK

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2025	

Revised per Addendum No.



 PROJECT AREA

1 in = 1000 Feet

CITY OF MOBILE
2024 PAYGO RESURFACING
COMMISSION DISTRICT 3 - PART 1

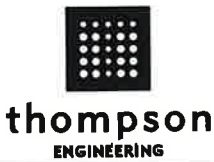
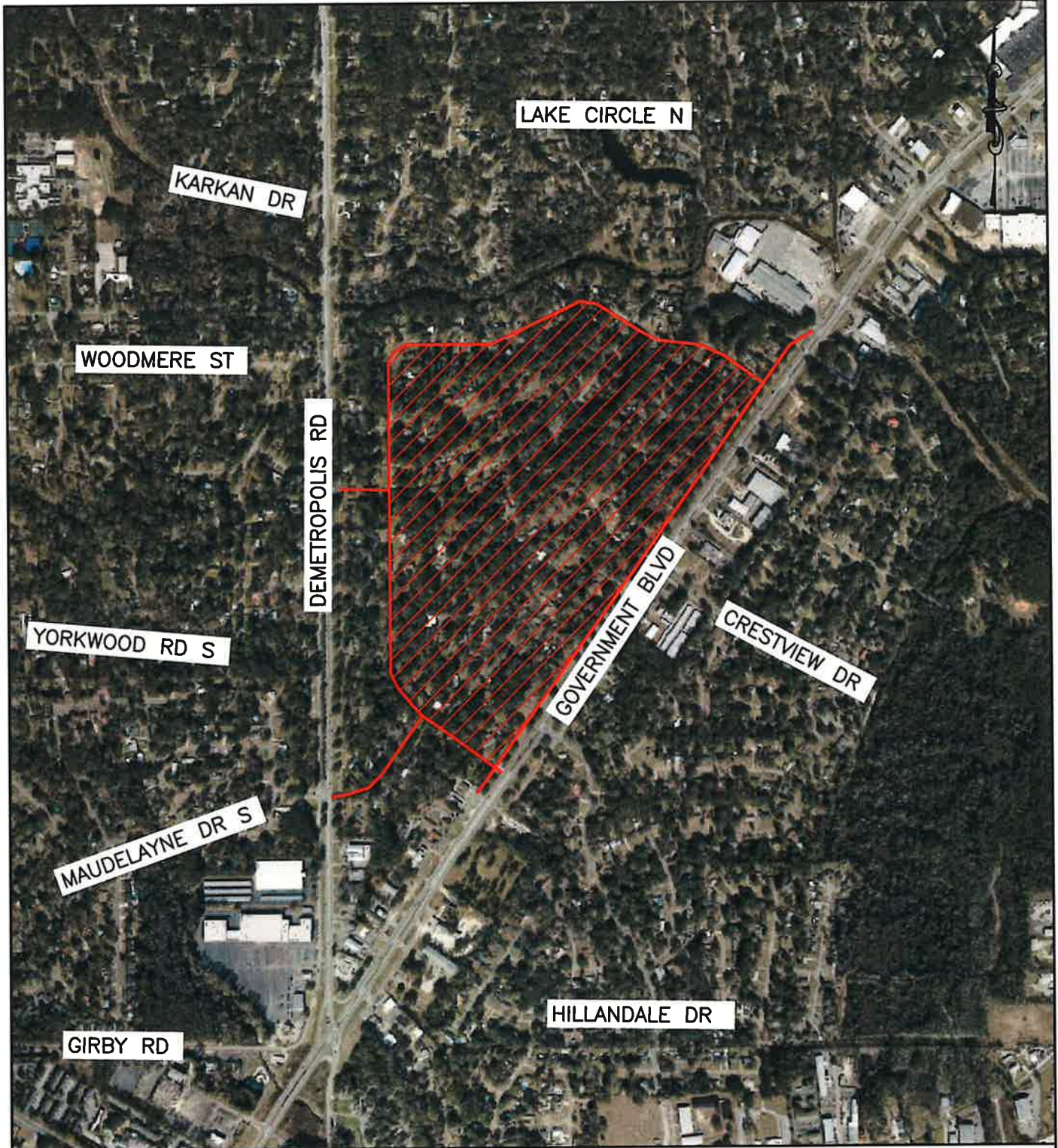


FIGURE 1
GRELOT ROAD

PROJECT NO:
2025-3005-03

DATE:
FEBRUARY 2025



PROJECT AREA

1 in = 1000 Feet

CITY OF MOBILE
2024 PAYGO RESURFACING
COMMISSION DISTRICT 3 - PART 1



FIGURE 2
SKYLAND PARK

PROJECT NO:
2025-3005-03

DATE:
FEBRUARY 2025



PROJECT AREA

1 in = 1000 Feet

CITY OF MOBILE
2024 PAYGO RESURFACING
COMMISSION DISTRICT 3 - PART 1

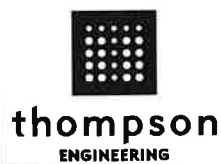


FIGURE 3
THREE NOTCH ROAD, SERMON ROAD,
LARUE STEINER ROAD, I-10 INDUSTRIAL
PARKWAY

PROJECT NO:
2025-3005-03

DATE:
FEBRUARY 2025

ATTACHMENT “B”
CONTRACTORS INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2025

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

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

PRODUCER Valent Group, LLC 1110 Montlmar Drive Suite 400 Mobile AL 36609		CONTACT NAME: Tammy Williams PHONE (A/C, No, Ext): (251) 544-7277 FAX (A/C, No): (251) 343-0653 E-MAIL ADDRESS: twilliams@valentgroup.com	
INSURED Harwell & Company LLC; H & C Division Supply, LLC 75 Midtown Park E Mobile AL 36606-4141		INSURER(S) AFFORDING COVERAGE INSURER A: State Auto Mutual Insurance Company INSURER B: XL Specialty Insurance Co INSURER C: Scottsdale Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 25135 37885 41297	

COVERAGES **CERTIFICATE NUMBER:** CL2511050532 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	10196150CP	01/14/2025	01/14/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	10196149CA	01/14/2025	01/14/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	10196151CU	01/14/2025	01/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Issued by Work Comp Carrier			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Leased/Rented Equipment Scheduled Equipment			UM00082560MA25A	01/14/2025	01/14/2026	Ded. \$2500 Ded. 3% \$2500 minimum \$1,000,000 \$3,419,243

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

Project Name: 2024 PAYGO Resurfacing-Commission District 3-Part 1
Project No. 2025-3005-03

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) day notice of cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

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

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2025

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

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 CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins PHONE (A/C, No, Ext): (888)-578-5555 8417 E-MAIL ADDRESS: workersfirst@ccmsi.com FAX (A/C, No): 217-477-6772														
INSURED HARWELL & COMPANY, LLC 75 MIDTOWN PARK E MOBILE, AL 36606-4141	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: WorkersFirst CompFund</td><td></td></tr><tr><td>INSURER B: Midwest Employers Casualty Company</td><td>23612</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: WorkersFirst CompFund		INSURER B: Midwest Employers Casualty Company	23612	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	X	EWC005404(WC) PQAL127200(EL)	1/1/2025	1/1/2026	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		N/A					

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

RE: 2024 PAYGO Resurfacing -Commission District 3- Part 1 - Project#: 2025-3005-03. Location: Mobile, Alabama.
City of Mobile is named as Alternate Employer. Waiver of Subrogation in favor of certificate holder applies
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSURED'S ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE
P. O. BOX 1827
MOBILE, AL 36633

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

AUTHORIZED REPRESENTATIVE

Linda Hudgins

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **6/2/2025 - 1/1/2026**
Insured
HARWELL & COMPANY, LLC
Insurance Company
WorkersFirst Comp Fund

Policy No. **PQAL127200(EL)** Endorsement No.
Premium **0**

Countersigned by *Linda Hudgins*

WC 00 03 13
(Ed. 4-84)

Endorsement Effective: 01/01/2025
Policy No.: EWC005404
Named Insured: WorkersFirst COMPFund

Alternate Employer Endorsement

In the event of bodily injury to an Employee of your Member while in the course of special or temporary employment with another employer (the "Alternate Employer"), we will, subject to the Retention(s) and Limit(s) of this Policy, indemnify you for workers' compensation benefits you pay to the Employee, his or her dependents, or to the Alternate Employer on behalf of the Employee, but only if all of the following conditions exist:

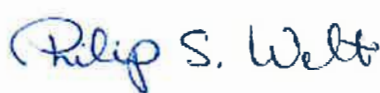
1. The Employee is injured while working for the Alternate Employer.
2. The Employee normally worked for the Alternate Employer in a State named in Schedule Item 3.
3. Before the date the Employee was injured, your Member signed a written contract with the Alternate Employer which requires your Member to provide workers' compensation coverage for the Employee.

The following conditions also apply:

1. Part Five – Premium, Section D. Payroll, shall include payroll attributable to work performed by your Member's Employees while in the course of special or temporary employment by the Alternate Employer.
2. Part Four – Claims applies to you and the Alternate Employer. It is your obligation to ensure the Alternate Employer's compliance with the duties and obligations set forth in Part Four – Claims.
3. This Policy may be canceled according to its terms without sending notice to the Alternate Employer.
4. This endorsement is not intended to satisfy the Alternate Employer's duty to secure its obligations under the Workers' Compensation Law. We will not file evidence of this insurance on behalf of the Alternate Employer with any government agency.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY



Authorized Representative

Secretary



President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, 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: Archieukidd@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: Archana.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

Revised per Addendum No. 1

Section I. Information about your company

FORM 1: Background and Plan

Company	HARWELL + COMPANY, LLC
Address	75 MIDTOWN PARK E MOBILE, AL 36606-4141
Telephone	251-308-4700
E-Mail	harwellmrclean@bellsouth.net ; jada@harwellandcompany.com

RFPIRFO Solicitation Number	2025-3005-03
Project Description	2024 PAYGO Resurfacing Commission District 3-Part 1 - City of Mobile
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 26 Female 7 Minority 11 Non-minority 22 SDVO
Total # of Employees	33

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jada Worrington
Signature: Jada Worrington Date: 5/14/25
Title: Office 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: Jada Worrington Title: Office Manager
Email: jada@harwellandcompany.com Phone: 251-308-4700

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021



THE UNIVERSITY OF CHICAGO

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archeque.kidd@nydnmobile.org
251 208.7967
205 Government Street, 5th Floor

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

HARWELL +

Please Print Company COMPANY, LLC Your Bid/Proposal Amount \$ 2,916,502.26

Please Print Company COMPANY, LLC Your Bid/Proposal Amount \$ 2,916,502.26
5,114 12025 Description 2025-3005-03 - 2024 PayGo Resurfacing Commission District 3-
Name of Bidder/Proposer: Part 1 - City of Mobile Date: _____

Name of Bidder/Proposer:

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: HARWELL + COMPANY, LLC

Contact Person: Jada Worning

Phone 251-308-4700

Email jada@harwellandcompany.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

			INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
			WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
			COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2 (B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2 (c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archimede.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	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		\$	\$	\$			

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



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-03 Current Date 2 / 26 / 25

Project Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 3

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Reduction of the 15% goal to a 7.5% goal due to the quantity of subcontractor supplied pay items included in the contract.

John Forrester
Requested By (Department Director)

[Signature]
(Signature)

City Engineer
(Title)

2/25/2025
(Date)

251-208-7243

Telephone Number

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd
(Signature)

Supplier Diversity Manager

(Title)

3/10/2025

(Date)

Approved By (CAO)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

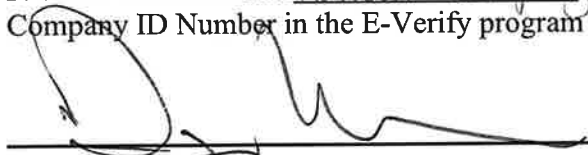
Before me, a Notary public, personally appeared Doug Harwell (affiant) who, being duly sworn says as follows:

President/CEO of Harwell & Company, LLC

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Owner/CEO for Harwell & Company, LLC that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

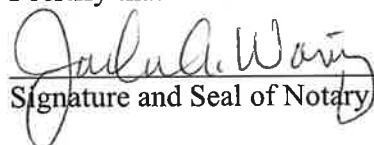
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Harwell & Company, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 531791.


CEO of Harwell & Company, LLC

Sworn to and subscribed before me this 6th day of June, 2025

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public



Company ID Number: 531791



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Harwell and Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 531791

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 531791

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



Company ID Number: 531791

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 531791

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 531791

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 531791

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 531791

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 531791

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 531791

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 531791

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 531791

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 531791

Approved by:

Employer Harwell and Company, LLC	
Name (Please Type or Print) Lisa H Owen	Title
Signature Electronically Signed	Date 03/30/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/30/2012



Company ID Number: 531791

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harwell and Company, LLC
Company Facility Address	2390 Raymond Tanner Road Semmes, AL 36575
Company Alternate Address	P O Box 2625 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	271618603
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 531791



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL

1



Company ID Number: 531791

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

Name Lisa H Owen
Phone Number 2514222723
Fax
Email lhowen49@gmail.com

Name Doug Harwell
Phone Number 2516800995
Fax
Email harwellmrclean@bellsouth.net

Name Lisa H Owen
Phone Number 2514222723
Fax
Email lowen49@gmail.com



Company ID Number: 531791



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

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. 2025-3005-03
PROJECT NAME 2024 PAYGO Resurfacing Commission District 3 –
Part 1

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2025-3005-03
PROJECT NAME. 2024 PAYGO Resurfacing Commission District 3 –
Part 1

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this

_____ day of _____, 20__.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

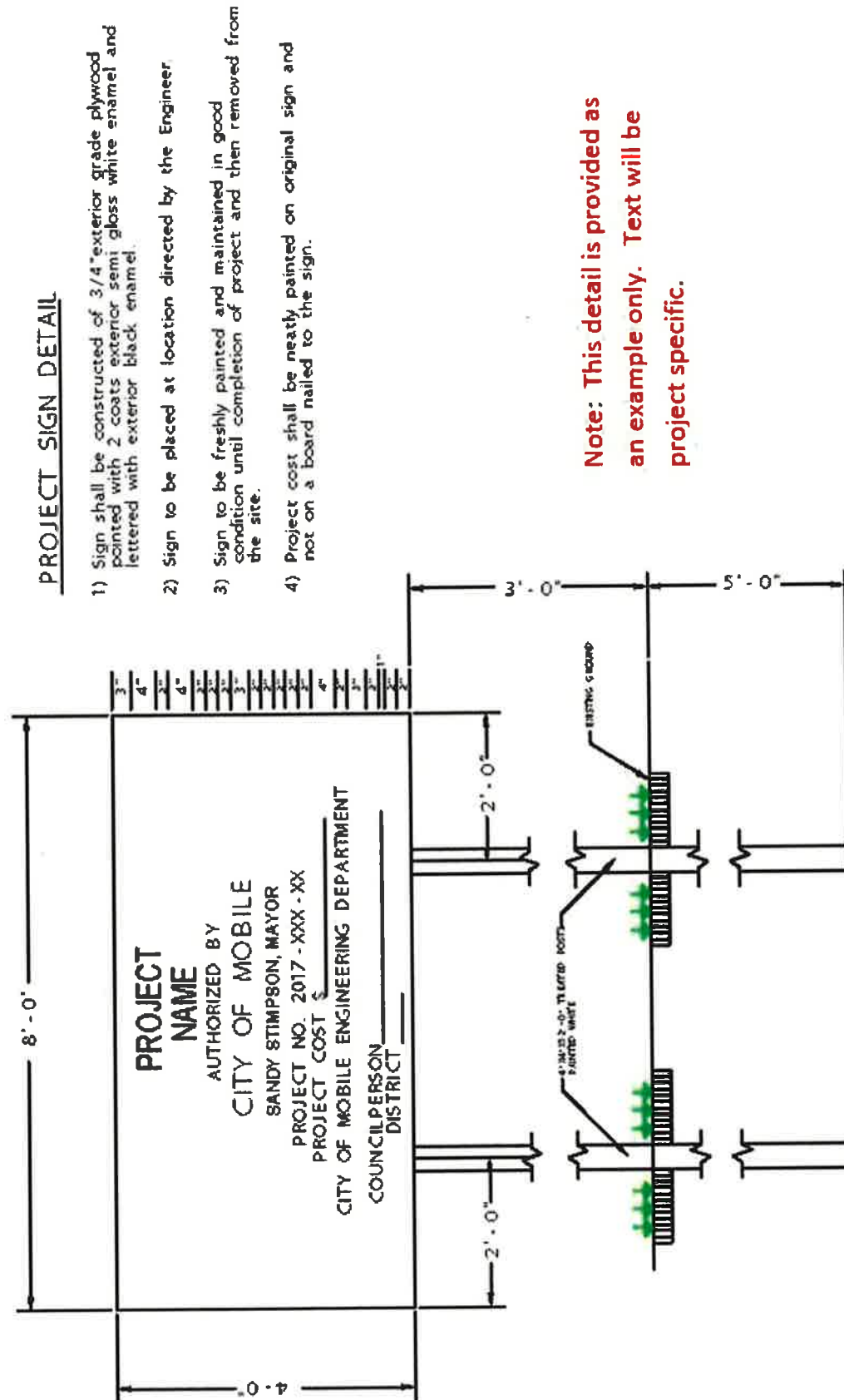
The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

This sheet intentionally left blank.

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORMTo: City of MobileDate: 5/14/2025

Name of Project: **2024 PAYGO Resurfacing Commission District 3 – Part 1**
 Project Number: **2025-3005-03**

SALES TAX ACCOUNTING

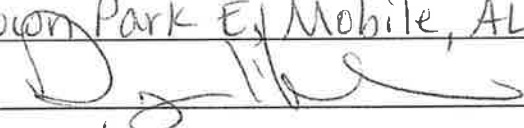
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT**BASE BID ITEMS:**\$ 116,000.00**ADDITIVE ALTERNATE #1:**

\$ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder HARWELL & COMPANY, LLC
 Mailing Address 75 Midtown Park E, Mobile, AL 36606-4141

*By (Legal Signature) *Name (type or print) Doug Harwell (Seal)*Title Owner/MemberTelephone Number 251-308-4700, 251-680-0995

Request is for a resurfacing project. Please show all conflicting utilities.
 Locate all utilities from ROW to ROW.

ATTACHMENT “H”

MAP BOOK

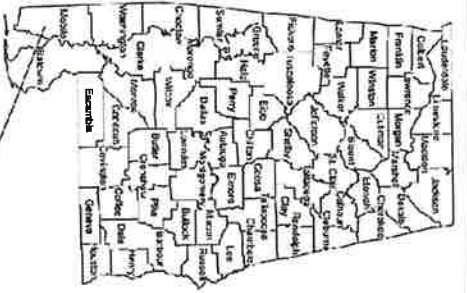
CITY OF MOBILE

PAY AS YOU GO

2024-3005-03

RESURFACING PROJECT FOR GRELOT ROAD,
SKYLAND PARK, THREE NOTCH ROAD, OLD PASCAGOULA ROAD,
TILLMANS CORNER PARKWAY, SERMON ROAD, WILLIS ROAD,
LARUE STEINER ROAD, AND I-10 INDUSTRIAL PARKWAY

MOBILE COUNTY



[INDEX TO PROJECT]

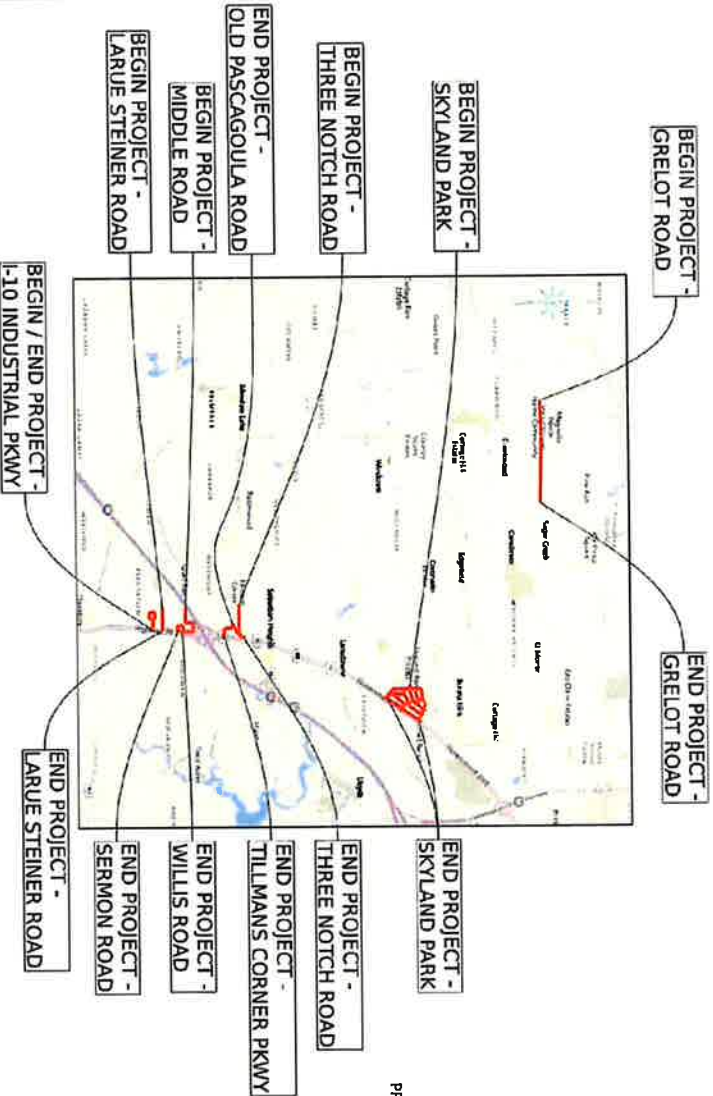


MAJOR SANDY STIMPSON
CORY PENN, DISTRICT 1
WILLIAM CARROLL, DISTRICT 2
C.J. SMALL, DISTRICT 3
BEN REYNOLDS, DISTRICT 4
JOEL DAVES, DISTRICT 5
JOSH WOODS, DISTRICT 6
GINA GREGORY, DISTRICT 7

CITY OF MOBILE

APPROVED:

[Signature]
CITY ENGINEER



STATE	REFERENCE PROJECT NO	FISCAL SHEET YEAR	LAST SHEET NO
AL	2024-3005-03	2024	1
CONTRACT ID NO			27

INDEX TO SHEETS
1 TITLE SHEET
1A INDEX TO STANDARD AND SPECIAL DRAWINGS
2-28 PROJECT NOTES
3-3A SUMMARY OF QUANTITIES
4-8 GRELOT ROAD
9-12 SKYLAND PARK
13-15 THREE NOTCH ROAD
16 SERMON ROAD AND WILLIS ROAD
17 LARUE STEINER ROAD
18 I-10 INDUSTRIAL PARKWAY
19-27 DETAILS

PREPARED BY:



thompson
ENGINEERING
7970 COTTAGE HILL ROAD, SUITE 100
MOBILE, AL 36688
(251) 669-2443
ENGINEER: Spencer Cooper, PE
DATE: 4/16/2025



Revised per Addendum No. 1			
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	
2024-3005-03	2024	1A	

THE FOLLOWING ARE SPECIAL OR STANDARD DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL & STANDARD HIGHWAY DRAWING BOOK (U.S. CUSTOMARY UNITS OF MEASUREMENT) DATED 2025, WHICH APPLY TO THIS PROJECT.

INDEX NO.	DRAWING NO.	DESCRIPTION
62001	CC-530	DETAILS OF CONCRETE COLLAR FOR CONNECTING CONCRETE PIPE OF DIFFERENT SHELL THICKNESS OR CONNECTING CONCRETE TO CORRUGATED METAL PIPE
62307	623-XY	DETAILS OF CONCRETE CURBS AND CONCRETE CURB & GUTTER COMBINATIONS, SLOPING AND VERTICAL TYPES
62310	PC (ACG-71)	DETAILS OF CURB & GUTTER MACHINE MOLDS (THIS SHEET FOR USE IN SELECTING MACHINE MADE CONCRETE CURB OR CONCRETE CURB AND GUTTER COMBINATIONS)
63003	GR-630-S (SHEET 3 OF 3)	GALVANIZED STEEL BEAM GUARDRAIL WITH BLOCKED OUT TREATED TIMBER OR GALVANIZED STEEL POSTS
63007	GR-630-FD (SHEET 2 OF 2)	FLARE DETAIL AND WARRANTY CRITERIA FOR BEAM GUARDRAIL & GUARDRAIL AT RADIUS
63013	GR-630-CL (SHEET 1 OF 4)	DETAILS FOR GUARDRAIL (MASH) AT CULVERTS WHERE POSTS ARE BOLTED TO THE TOP OF THE CULVERT
63014	GR-630-CL (SHEET 2 OF 4)	DETAILS FOR CONCRETE BARRIER TYPE CSF 4-A (MODIFIED) AT CULVERTS WHERE SHALLOW FILL HEIGHTS WILL NOT ACCOMMODATE NORMAL GUARDRAIL POSTS
63015	GR-630-CL (SHEET 3 OF 4)	DETAILS FOR GUARDRAIL (MASH) AT CULVERTS WHERE POSTS ARE BOLTED TO THE PARAPET OF THE CULVERT
63016	GR-630-CL (SHEET 4 OF 4)	DETAILS FOR LONG SPAN GUARDRAIL (MASH) AT CULVERTS WHERE SHALLOW FILL HEIGHTS WILL NOT ACCOMMODATE NORMAL POSTS
63050	GA-630-20 (SHEET 1 OF 4)	DETAILS OF GUARDRAIL END ANCHOR - TYPE 20 SERIES (MASH)(TL-3)(ISOFTSTOP)
63051	GA-630-20 (SHEET 2 OF 4)	DETAILS OF GUARDRAIL END ANCHOR - TYPE 20 SERIES (MASH)(TL-3)(MAX-TENSION)
63052	GA-630-20 (SHEET 3 OF 4)	DETAILS OF GUARDRAIL END ANCHOR - TYPE 20 SERIES (MASH)(TL-3)
63053	GA-630-20 (SHEET 4 OF 4)	DETAILS OF SINGLE GUARDRAIL TERMINAL - TYPE 20 SERIES SGET (MASH)(TL-3)
66508	ESC-200-4	DETAILS OF SILT FENCE INSTALLATION
66515	ESC-300-4	DETAILS OF EROSION CONTROL WATTLE DITCH CHECKS
66522	ESC-400-1	INLET PROTECTION TYPICAL APPLICATIONS AND DETAILS
66523	ESC-400-2	INLET PROTECTION DETAILS FOR COARSE AGGREGATE ON GRADES AND SAGS
66524	ESC-400-3	INLET PROTECTION DETAILS OF WATTLES
66525	ESC-400-4	INLET PROTECTION DETAILS OF SILT FENCE
66526	ESC-400-5	INLET PROTECTION DETAILS OF SAND BAGS
70308	CW-703	TYPICAL CROSSWALK LAYOUTS AND DETAILS
70701	HMI-707	DETAILS OF CENTERMOST DELINEATORS AND OBJECT MARKERS

REVISIONS:

PLAN SUBMITTAL	PLANS PREPARED BY:	SHEET TITLE	ROUTE
IFB	thompson 3270 COTTAGE HILL RD. SUITE 100 MOBILE, AL 36686 (251) 662-2443	INDEX TO STANDARD AND SPECIAL DRAWINGS	

1. STANDARD SPECIFICATIONS FOR STREETS AND DRAINAGE: REFERENCE IS MADE TO THE ALABAMA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION", 2022 EDITION. ALL PROVISIONS OF SAID STANDARD SPECIFICATIONS SHALL APPLY TO THIS CONTRACT AND ARE HEREBY MADE A PART OF THIS CONTRACT. EXCEPT WHEN THE PROVISIONS HEREON OR THE PLANS ARE CLEARLY IN CONFLICT WITH THE PROVISIONS OF SAID STANDARD SPECIFICATIONS, THE PROVISIONS HEREON AND THE PLANS SHALL GOVERN.

15. SIDEWALK CONSTRUCTION SHOWN ON THESE PLANS SHALL MEET ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF JULY 2010 TITLE II, TITLE III, AND ANY STATE, COUNTY, LOCAL, OR OTHER APPLICABLE LAWS.
16. FINAL LIMITS OF MILLING/PAVING AND STRIPING/MARKINGS SHALL BE AS DIRECTED BY THE ENGINEER.
17. FINAL STRIPING AND MARKINGS SHALL MATCH EXISTING CONDITIONS EXCEPT WHERE NOTED ON DRAWINGS OR AS DIRECTED BY THE ENGINEER.
18. CONTRACTOR SHALL MACHINE GRADE THE EDGE OF ASPHALT BEFORE ASPHALT OVERLAY.
19. PERMANENT STRIPING AND MARKINGS SHALL BE PLACED NO LATER THAN 45 DAYS INCLUDING CURING PERIOD, FROM COMPLETION OF ASPHALT PAVING AT EACH AREA.
20. CONTRACTOR SHALL EDGE MILL AT CONCRETE DRIVEWAY TIE-INS TO MATCH EXISTING GRADES.
21. SEE SPECIFICATIONS FOR CAMERA SYSTEM REQUIREMENTS. THE CONTRACTOR IS TO CONTACT ADAM SPENCE (251) 208-2960 WITH THE CITY OF MOBILE TRAFFIC DEPARTMENT TO LOCATE THE POLE AT EACH INTERSECTION THAT IS TO HAVE AN INTERSECTION DETECTION SYSTEM INSTALLED.
22. GENERAL LOCATIONS OF REPAIRS ARE SHOWN FOR PLANNING PURPOSES. EXACT LOCATIONS ARE TO BE DETERMINED IN THE FIELD AS COORDINATED AND DIRECTED BY THE ENGINEER PRIOR TO WORK BEING STARTED ON THE REPAIR.
23. SIZES/QUANTITIES OF REPAIRS LISTED ARE PROVIDED FOR ESTIMATING AND BIDDING PURPOSES. THE FINAL QUANTITIES WILL BE DETERMINED IN THE FIELD AS COORDINATED AND DIRECTED BY THE ENGINEER PRIOR TO WORK BEING STARTED ON THE REPAIR.
24. TREE REMOVAL SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 600A-000.
25. NO BIRDBATHS WILL BE ALLOWED TO REMAIN ON THE PROJECT SITE. CONTRACTOR SHALL BE REQUIRED TO MAKE REPAIRS THAT WILL SATISFACTORILY ELIMINATE BIRD BATHS AND NOT LEAVE THE SITE APPEARING REPAIRED.
26. ALL SAW CUTTING RELATED TO CURB AND GUTTER SHALL BE CONSIDERED INCIDENTAL TO PAY ITEM 206D-003.
27. FOR SIDEWALK RAMP LOCATIONS, THE REQUIRED PRE-FABRICATED TRUNCATED DOME MAT APPLICATION SHALL BE CONSTRUCTED BY WET SETTING TACTILE PAVEMENT PANELS (SURE DOME OR APPROVED EQUAL) IN FRESH CONCRETE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE COST OF THIS WORK SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 618A.
28. CONTRACTOR IS REQUIRED TO CLEAN OUT ALL GUTTER AND INLETS AS DIRECTED BY THE ENGINEER. THIS SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 600A000, MOBILIZATION.
29. MILL DEPTH SHALL BE AS DIRECTED BY ENGINEER.

Revised per Addendum No. 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	2A

EROSION CONTROL NOTES

1. ALL SEDIMENT CONTROL DEVICES SHALL BE CONSTRUCTED AND FULLY FUNCTIONING PRIOR TO ANY OTHER CONSTRUCTION OR GRADING ACTIVITY.
2. ALL CLEARING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO LIMIT EROSION OF MATERIALS FROM THE CONSTRUCTION AREA.
3. STORM DRAIN INLETS SHALL BE PROTECTED FROM SEDIMENT ENTRY WITH SEDIMENT BARRIERS LIKE "SLIT SAVER" UNTIL THE SITE IS STABILIZED BY PAVING OR A FIRM STAND OF GRASS IS OBTAINED.
4. ALL SLOPES MUST BE STABILIZED AS SOON AS POSSIBLE TO PREVENT EXCESSIVE EROSION.
5. CONTRACTOR IS REQUIRED TO STABILIZE DISTURBED AREAS WITH TEMPORARY GRASS OR SOIL STABILIZER IF AREAS WILL REMAIN DISTURBED FOR 14 DAYS OR LONGER.
6. THE CONTRACTOR IS HEREBY DIRECTED TO PROVIDE SEDIMENT RUNOFF PROTECTION WHERE NECESSARY TO PREVENT SILT LADEN RUNOFF FROM ENTERING THE STREAMS NEAR THE PROPOSED PROJECT.
7. EROSION CONTROL AND SILTATION FACILITIES SHALL BE REMOVED ON AN INDIVIDUAL BASIS ONLY AFTER SPECIFIC AREAS HAVE STABILIZED.
7. AFTER THE CONSTRUCTION AREA IS STABILIZED BY PAVING OR A FIRM STAND OF GRASS AND EROSION ACTIVITY CURTAILED, SILT FENCES SHALL BE REMOVED.
9. GRASS GROUND COVER SHALL BE MAINTAINED UPON COMPLETION OF CONSTRUCTION.
10. SEDIMENT & EROSION CONTROL ITEMS SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING HANDBOOKS:
 - A. ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, AND STORM WATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, LATEST EDITION.
 - B. STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES.
 - C. EPA GUIDANCE SPECIFYING MANAGEMENT MEASURES FOR SOURCES OF NON-POINT POLLUTION IN COASTAL WATERS.
 - D. ASHTO GUIDELINES FOR EROSION AND SEDIMENT CONTROL IN HIGHWAY CONSTRUCTION.
 - E. SOUTH ALABAMA REGIONAL PLANNING COMMISSION BEST MANAGEMENT PRACTICES FOR NON-POINT SOURCE RUNOFF CONTROL, MOBILE & BALDWIN COUNTIES, ALABAMA.
11. THE CONTRACTOR SHALL REFER TO THE "EROSION CONTROL, DITCHES, AND FLUMES" SECTION OF ADOPT SPECIAL AND STANDARD HIGHWAY DRAWINGS FOR ADDITIONAL METHODS OF EROSION AND SEDIMENT CONTROL.
12. CONTRACTOR IS REQUIRED TO USE "BEST MANAGEMENT PRACTICES" COMPLIANT WITH THE "ALABAMA HANDBOOK FOR EROSION CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS", ALABAMA SOIL AND WATER CONSERVATION COMMITTEE, MONTGOMERY, ALABAMA, VOLUMES 1 & 2, 2022 EDITION, TO PREVENT SEDIMENT LADEN STORM WATER RUNOFF OR ERODED MATERIALS FROM LEAVING THE CONSTRUCTION SITE.

 City of Mobile Engineering Department 250 Government St. Mobile, AL 36602-3417 205-662-2443	REVISIONS:		PLAN SUBMITTAL IFB	PLANS PREPARED BY: thompson 2970 COTTAGE HILL RD, SUITE 100 MOBILE, AL 36608 (251) 662-2443	SHEET TITLE	ROUTE
					PROJECT NOTES	

TRAFFIC CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STRICT COMPLIANCE WITH PART VI OF THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, AND SHALL DEFEND THE ENGINEER AND THE CITY OF MOBILE AGAINST ALL LIABILITY, CLAIM OF LIABILITY, LOSS, COST OR DAMAGE, INCLUDING DEATH, AND LOSS OF SERVICES, ON ACCOUNT OF INJURY TO PERSONS OR PROPERTY, OCCURRING FROM ANY CAUSE WHATSOEVER, AS A RESULT OF CONSTRUCTION ACTIVITY INVOLVED IN THIS PROJECT. THE CONTRACTOR WILL, AT HIS EXPENSE, DEFEND ON BEHALF OF THE ENGINEER, CITY OF MOBILE AND THEIR OFFICERS AND EMPLOYEES, ALL SUITS BROUGHT AGAINST THEM OR ANY OF THEM, ARISING FROM ANY SUCH CAUSE.
2. THE CONTRACTOR SHALL HAVE AVAILABLE ADEQUATE PERSONNEL AND EQUIPMENT FOR TRAFFIC CONTROL AND SHALL NOT PERFORM ANY WORK WITHIN THE CITY RIGHT OF WAY WHEN ADEQUATE PERSONNEL AND EQUIPMENT ARE NOT AVAILABLE.
3. TRAFFIC CONTROL DEVICES SHOWN ARE CONSIDERED TO BE THE MINIMUM REQUIRED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ADDITIONAL TRAFFIC CONTROL DEVICES OTHER THAN THOSE SHOWN WHEN ROADWAY AND TRAFFIC CONDITIONS WARRANT.
4. ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED AT THE COMPLETION OF THE WORK WHEN THE WORK AREA IS OPENED TO TRAFFIC.
5. ALL TRAFFIC CONTROL DEVICES THAT ARE NOT APPLICABLE AT ANY SPECIFIC TIME SHALL BE COVERED OR REMOVED.
6. A REFLECTORIZED DRUM SHALL BE PLACED IN FRONT OF EACH CONSTRUCTION SIGN THAT IS STORED ON THE SHOULDER AT ANY TIME DURING THE COURSE OF THE PROJECT, INCLUDING, BUT NOT LIMITED TO, COVERED SIGNS AND TEMPORARY MOUNTED SIGNS THAT HAVE BEEN LAID OVER. THE COST OF THIS REQUIREMENT SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740A-000 TRAFFIC CONTROL SCHEME WHEN A PAY ITEM FOR CHANNELIZING DRUM IS NOT PROVIDED IN THE PLANS.
7. ALL VEHICLES, EQUIPMENT AND WORKERS (EXCLUDING FLAGGERS) AND THEIR ACTIVITIES SHOULD BE RESTRICTED TO ONE SIDE OF THE ROADWAY UNLESS THE NATURE OF THE CONSTRUCTION OR MAINTENANCE OPERATION REQUIRES OTHERWISE.
8. ALL SIGNS SHALL BE POST-MOUNTED IF THE WORK PERIOD EXCEEDS FOUR DAYS EXCEPT FOR THOSE SIGNS THAT ARE MOUNTED ON BARRICADES. FOR REPEATED DAY OPERATIONS IN THE SAME LOCATION, SIGNS MAY BE MOUNTED ON TEMPORARY SUPPORTS WHEN ALL DEVICES ARE REMOVED AT NIGHT.
9. ANY OBSTACLES OR HAZARDS WITHIN THE WORK AREA SHALL BE MARKED IN ACCORDANCE WITH MUTCD, PART VI (LATEST EDITION).
10. THE SPACING BETWEEN CHANNELIZING DEVICES IN A WORK AREA SHALL BE 40' (MAXIMUM).
11. WARNING LIGHTS SHOULD BE USED TO MARK CHANNELIZING DEVICES AT NIGHT AS NEEDED.
12. CHANNELIZING DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
13. DIMENSIONS MAY BE ADJUSTED TO FIT FIELD CONDITIONS WITH THE APPROVAL OF THE ENGINEER.
14. TYPE I BARRICADES OR DRUMS MAY BE SUBSTITUTED FOR CONES (NO PAY ITEM FOR TYPE I BARRICADES).
15. HIGH LEVEL WARNING DEVICES SHOULD BE USED TO SUPPORT ANY SIGNS SHOWN WHEN TRAFFIC CONDITIONS WARRANT.
16. TYPE B HIGH INTENSITY WARNING LIGHTS SHOULD BE PLACED ON ADVANCE WARNINGS SIGNS.
17. TRAFFIC CONES SHALL BE PLACED AT 40' O/C PARALLEL TO THE TRAFFIC LANE, 20' O/C IN TAPERS.
18. ALL CONSTRUCTION SIGNS SHALL MEET ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, 2022 EDITION.
19. THE CONTRACTOR IS REQUIRED TO MAINTAIN ONE LANE OF TRAFFIC AND TEMPORARY ACCESS TO RESIDENCES AT ALL TIMES.
20. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE CITY OF MOBILE PRIOR TO WORK ON GRELOT ROAD AND ANY ROADS ABUTTING US-90.
21. THE CONTRACTOR SHALL CEASE ALL OPERATIONS ON GRELOT ROAD, THREE NOTCH ROAD, AND OLD PASCAGOULA ROAD BETWEEN THE HOURS OF 6:30 AM TO 8:30 AM AND 4:30 PM TO 8:30 PM, MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
22. FOR PAY ITEMS 729D, CAMERA LOCATIONS SHALL BE IDENTIFIED AS FOLLOWS:
 - LOCATION 1: GRELOT ROAD AT CODY ROAD
 - LOCATION 2: GRELOT ROAD AT SCHLINGER ROAD
 - LOCATION 3: GRELOT ROAD AT LEROY STEVENS ROAD
 - LOCATION 4: THREE NOTCH ROAD AT OLD PASCAGOULA ROAD

Revised per Addendum No. 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	28

 City of Mobile Engineering Department 200 North Water Street Mobile, AL 36680-1000 205-861-1000	REVISIONS:	PLAN SUBMITTAL	PLANS PREPARED BY: thompson 2870 COTTAGE HILL RD, SUITE 100 MOBILE, ALABAMA 36686 (205) 686-5453	SHEET TITLE	ROUTE
		IFB		PROJECT NOTES	

SUMMARY OF QUANTITIES

ITEM NUMBER	ITEM DESCRIPTION	UNIT	BID QUANTITY						Total
			Gravel Rd	Shoulder Park	Three North Rd	Sermon Rd	Larue Steiner Rd	I-10 Industrial Pkwy	
206C000	Removing Concrete Sidewalk (Including Saw Cut) (All Depths)	Square Yard	30			15			45
206C002	Removing Concrete Slope Paving	Square Yard		10					10
206D002	Removing Curb (Include Saw Cut) (All Depths)	Linear Foot			50				70
206D003	Removing Curb and Gutter (Including Saw Cut) (All Depths)	Linear Foot							410
206D005	Removing Gutter	Each	2		3				15
206E042	Removing Inlets (Partial)	Each		6					6
206E065	Removing Stump (8 - 18 inch)	Each		5					5
209A000	Mailbox Reset, Single	Each							
210A000	Unclassified Excavation	Cubic Yard	20	5	20	20	10	10	100
210D001	Borrow Excavation (Loose Truckbed Measurement)	Cubic Yard	10	30	10	10	10	10	80
212A000	Machine Grading Shoulders	Station	45	38	15	35	20	25	178
214A000	Structure Excavation	Cubic Yard	10	10	10	10	10	10	60
214B001	Foundation Backfill, Commercial	Cubic Yard	15	15	15	15	15	15	90
260A000	Cement Mortar Flowable Backfill, Mix 1	Cubic Yard		35					35
301A012	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	Square Yard	100	100	100	100	50	100	550
301E008	Crushed Aggregate Base Course, Type B, Plant Mixed (Thickness Varies)	Ton	100	40	100	20	20	20	300
305B008	Selected Material, 57 Stone, For Miscellaneous Use	Ton	10	100	10	10	10	10	150
408A076	Placing Existing Pavement (Approximately 1" - 2")	Square Yard	59000	58500	29500	12500	4600	6400	170500
408A077	Placing Existing Pavement (Approximately 2" - 3.5")	Square Yard	100	100	100	50	50	100	500
423A000	Improved Bituminous Concrete Wearing Surface 1/2" Max. Aggregate Size Mix, ESAL Range A/B Approx. 165 LB/SY (Incl. Tack Coat & Cleaning Gutters)	Ton	5000	4800	2450	1050	400	550	14250
423A001	Improved Bituminous Concrete Wearing Surface 3/4" Max. Aggregate Size Mix, ESAL Range A/B Approx. 220 LB/SY (Incl. Tack Coat & Cleaning Gutters)	Ton	40	40	40	10	40	40	210
423B000	Improved Bituminous Concrete Binder Surface Leveling 1/2" Max. Aggregate Size Mix, ESAL Range A/B Approx. Up to 155 LB/SY (Incl. Tack Coat)	Ton	100	100	100	30	30	40	400
423B001	Improved Bituminous Concrete Upper Binder 1/2" Max. Aggregate Size Mix, ESAL Range A/B Approx. Up to 220 LB/SY (Incl. Tack Coat)	Ton	100		100				200
534E000	Cleaning Existing Culvert (Less Than Or Equal To 48" Horizontal Opening)	Linear Foot		50					50
600A000	Mobilization	Lump Sum	0.2	0.2	0.2	0.1	0.1	0.2	1
618A000	Concrete Sidewalk, 6" Thick (Including Excavation)	Square Yard	20		20	20			60
618B002	Concrete Driveway	Square Yard		10					10
618C002	Truncated Dome	Each	4			1			5
618D001	Curb Ramp (All Types)	Each							4
620A000	Minor Structure Concrete	Cubic Yard	4	10	10		5	20	45
621C050	Inlets, Type "Special" (Partial) (Match Existing)	Each	2	10	3				15
623C020	Combination Curb & Gutter (Match Existing)	Linear Foot	20	410	50				480
630A001	Steel Beam Guardrail, Class A, Type 2	Linear Foot	75						75
630C080	Guardrail End Anchor, Type 20 Series (MASS)	Each	2						2
650A000	Topsoil 4" Thick (Truck Bed Measure)	Cubic Yard	20	20	20	20	10	10	100
652A100	Seeding	Acre	0.2	0.2	0.2	0.1	0.1	0.2	1
654A000	Solid Sodding (Match Existing)	Square Yard	1400	700	100	200	100	100	2700
656A010	Mulching	Acre	0.2	0.2	0.2	0.1	0.1	0.2	1
656E000	Polyethylene	Square Yard	40	40	30	30	30	30	200



SUMMARY OF QUANTITIES

SUMMARY OF QUANTITIES											
ITEM NUMBER	ITEM DESCRIPTION	UNIT	BID QUANTITY								Total
			Grolier Rd	Skyland Park	Three Notch Rd	Sermon Rd	Larue Steiner Rd	1-10 Industrial Pkwy			
666G000	Sand Bags	Each	30	30	10	10	10	10	100		
666Q002	Wattle	Linear Foot	50	50	50	50	50	50	300		
67A0000	Construction Safety Fence	Linear Foot	25	25	25	25	25	25	150		
689A000	Project Sign (Portable)	Each	1		1				2		
70A0227	Solid White, Class 2, Type A, Traffic Stripe (5" Wide) with 3M All Weather Reflective Elements	Male	5		2	2		1	10		
70A0230	Solid Yellow, Class 2, Type A, Traffic Stripe (5" Wide) with 3M All Weather Reflective Elements	Male	4		2	2		1	9		
70A0239	Broken White, Class 2, Type A Traffic Stripe (5" Wide) with 3M All Weather Reflective Elements	Male	2		1				3		
70A0244	Broken Yellow, Class 2, Type A Traffic Stripe (5" Wide) with 3M All Weather Reflective Elements	Male	1		1			1	3		
70B0207	Dotted, Class 2, Type A Traffic Stripe (5" Wide)	Linear Foot	1800		500	50			2350		
70C0000	Broken Temporary Traffic Stripe with 3M All Weather Reflective Elements	Male	6		4	8	2		12		
70C0001	Solid Temporary Traffic Stripe with 3M All Weather Reflective Elements	Male	18		8	8	4		38		
70A0002	Traffic Control Markings, Class 2, Type A	Square Foot	3500	380	700	120	50	25	4775		
70B0002	Traffic Control Legends, Class 2, Type A	Square Foot	400		120	30			550		
70B0001	Temporary Traffic Control Markings	Square Foot	600	145	340	70	50	25	1230		
70E0037	Pavement Markers, Class A-H, Type 2-D	Each	1300		210				1510		
70E0039	Pavement Markers, Class A-H, Type 2-A	Each	500		230				730		
7290001	Camera System (Location 1, Completely Installed and Fully Operational) - (AXIS M431B-PIVE Panoramic Camera or City of Mobile Traffic, Approved Equal) - (Curtis Controller	Lump Sum	1						1		
7290002	Camera System (Location 2, Completely Installed and Fully Operational) - (AXIS M431B-PIVE Panoramic Camera or City of Mobile Traffic, Approved Equal) - (Curtis Controller	Lump Sum	1						1		
7290003	Camera System (Location 3, Completely Installed and Fully Operational) - (AXIS M431B-PIVE Panoramic Camera or City of Mobile Traffic, Approved Equal) - (Curtis Controller	Lump Sum	1						1		
7290004	Camera System (Location 4, Completely Installed and Fully Operational) - (AXIS M431B-PIVE Panoramic Camera or City of Mobile Traffic, Approved Equal) - (Curtis Controller	Lump Sum			1				1		
73H0100	Loop Wire Replacement	Linear Foot			900				900		
740A000	Traffic Control Scheme	Lump Sum	0.2	0.2	0.2	0.1	0.1	0.2	1		
742A002	Portable Changeable Message Sign, Type 1	Each	2						2		
999X000	Work of Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	Lump Sum	0.2	0.2	0.2	0.1	0.1	0.2	1		
999X010	Rubber Rings for Manholes	Each	10	15	5	5	5	5	45		

REVISIONS:

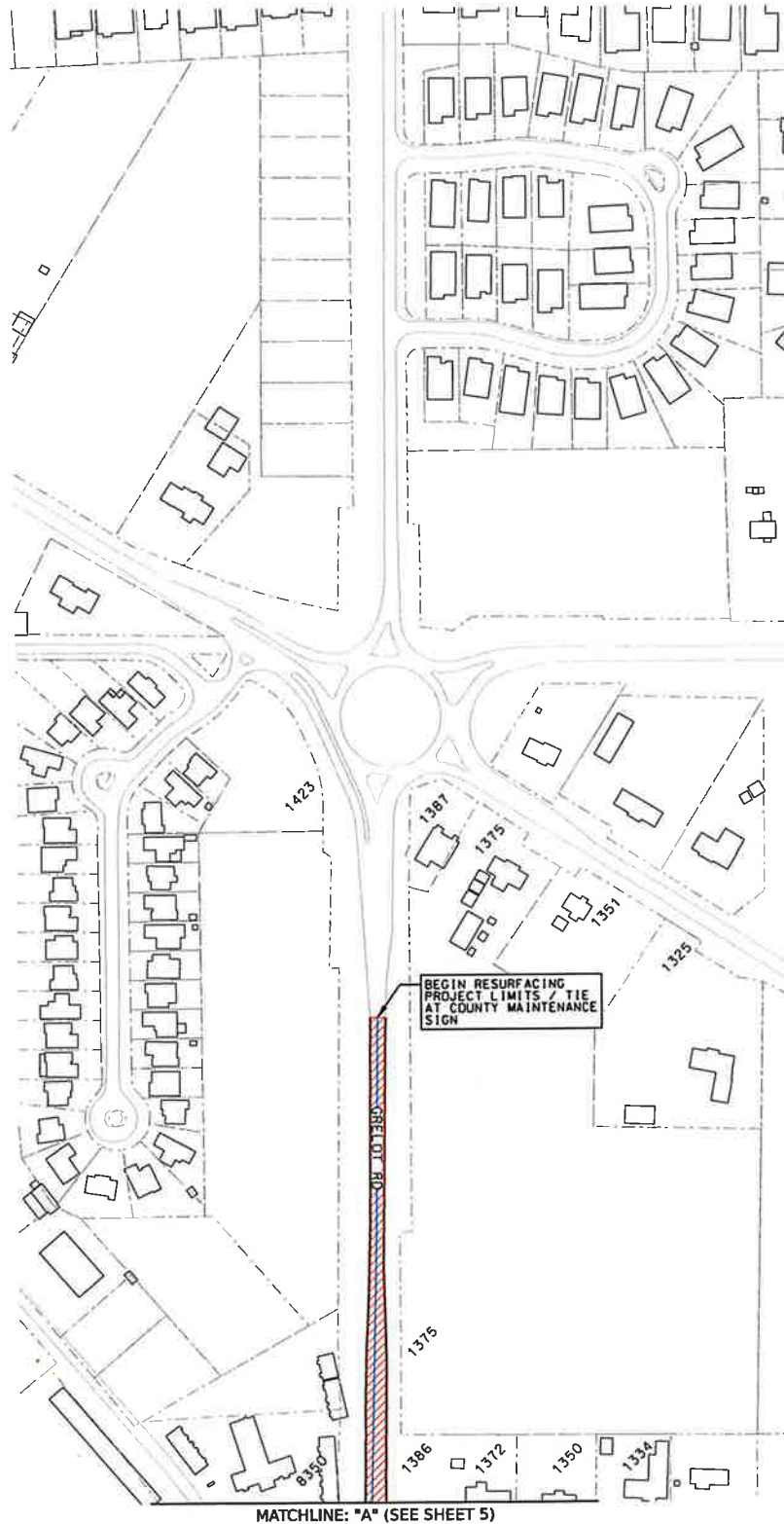
PLAN SUBMITTAL
IFB

PLANS PREPARED BY:
THOMPSON
2370 COTTAGE HILL RD, SUITE 100
MOBILE, ALABAMA 36686
(251) 882-2443

SCALE (FEET)
200 0 200
1 INCH = 200 FT

SHEET TITLE
GRELOT ROAD
(1 OF 5)

ROUTE



LEGEND



FULL DEPTH MILL AND OVERLAY

NOTE:

1. FINAL STRIPING, MARKINGS, LEGENDS, AND PAVEMENT MARKERS SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY ENGINEER.

REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
2024-3005-03	2024	4

REVISIONS:

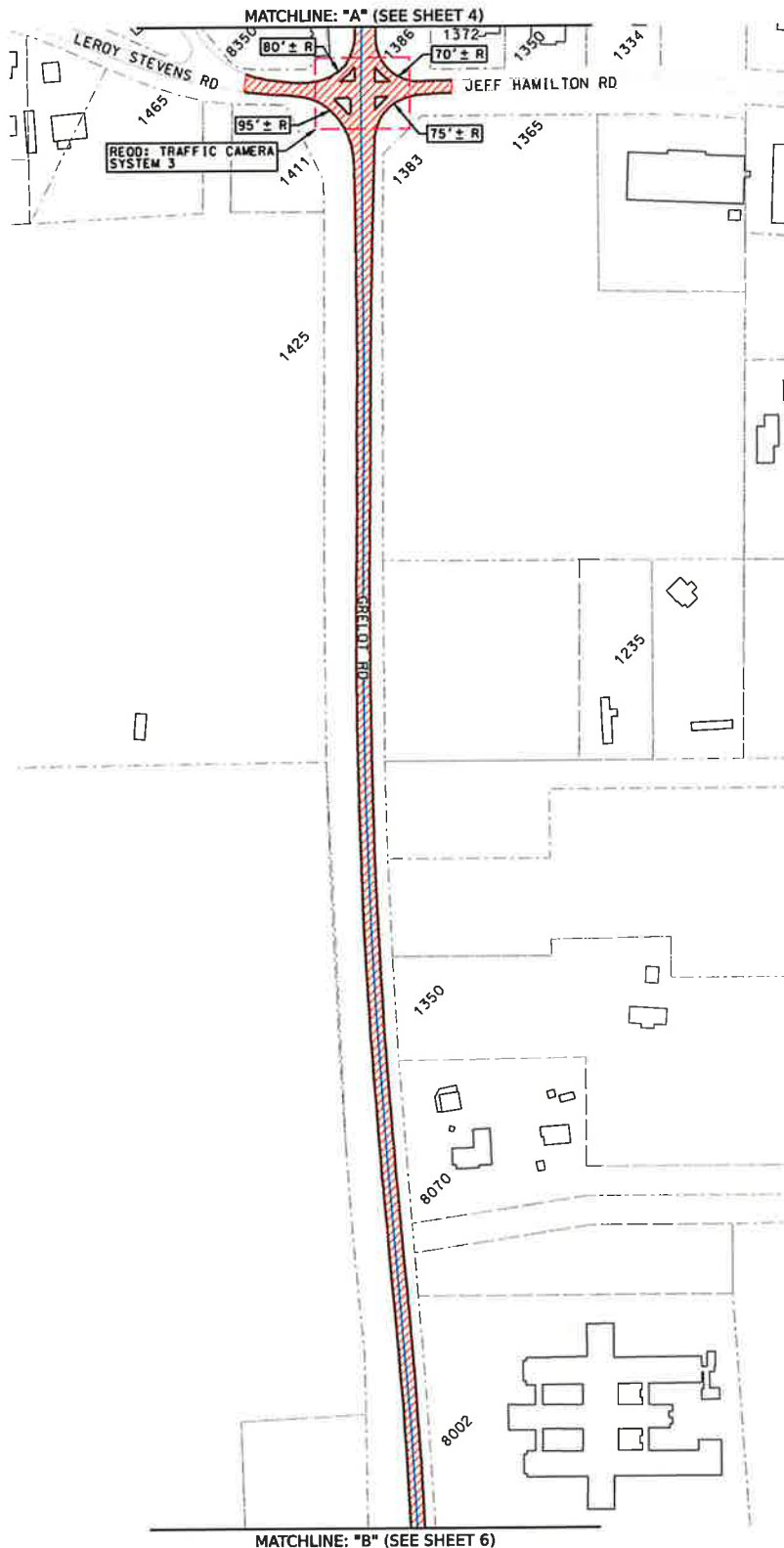
PLAN SUBMITTAL
IFB

PLANS PREPARED BY:
 THOMPSON
 2370 COTTAGE HILL RD, SUITE 150
 MOBILE, AL 36688-1107
 (251) 650-0433

SCALE (FEET)
 200 0 200
 1 INCH = 200 FT

SHEET TITLE
 GRELOT ROAD
 (2 OF 5)

ROUTE



LEGEND



FULL DEPTH MILL AND OVERLAY

NOTE:
 1. FINAL STRIPING, MARKINGS, LEGENDS, AND PAVEMENT MARKERS SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY ENGINEER.

Revised per Addendum No. 2			
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	
2024-3005-03	2024	5	

REVISIONS:

PLAN SUBMITTAL

IFB

PLANS PREPARED BY:
 THOMPSON
 2970 COTTAGE HILL RD, SUITE 150
 MOBILE, ALABAMA 36608
 (251) 963-2493

SCALE (FEET)



SHEET TITLE

GRELOT ROAD
(3 OF 5)

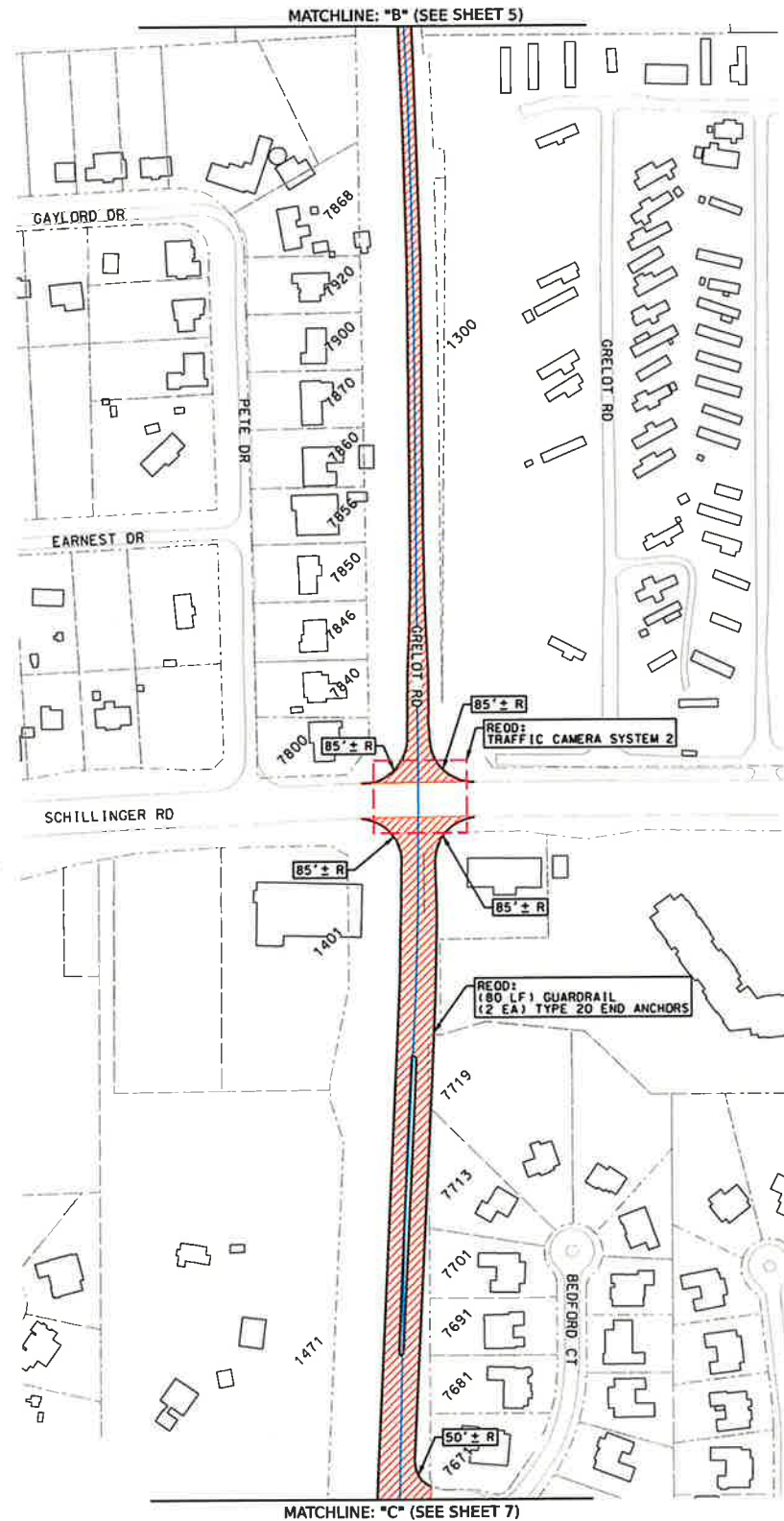
ROUTE

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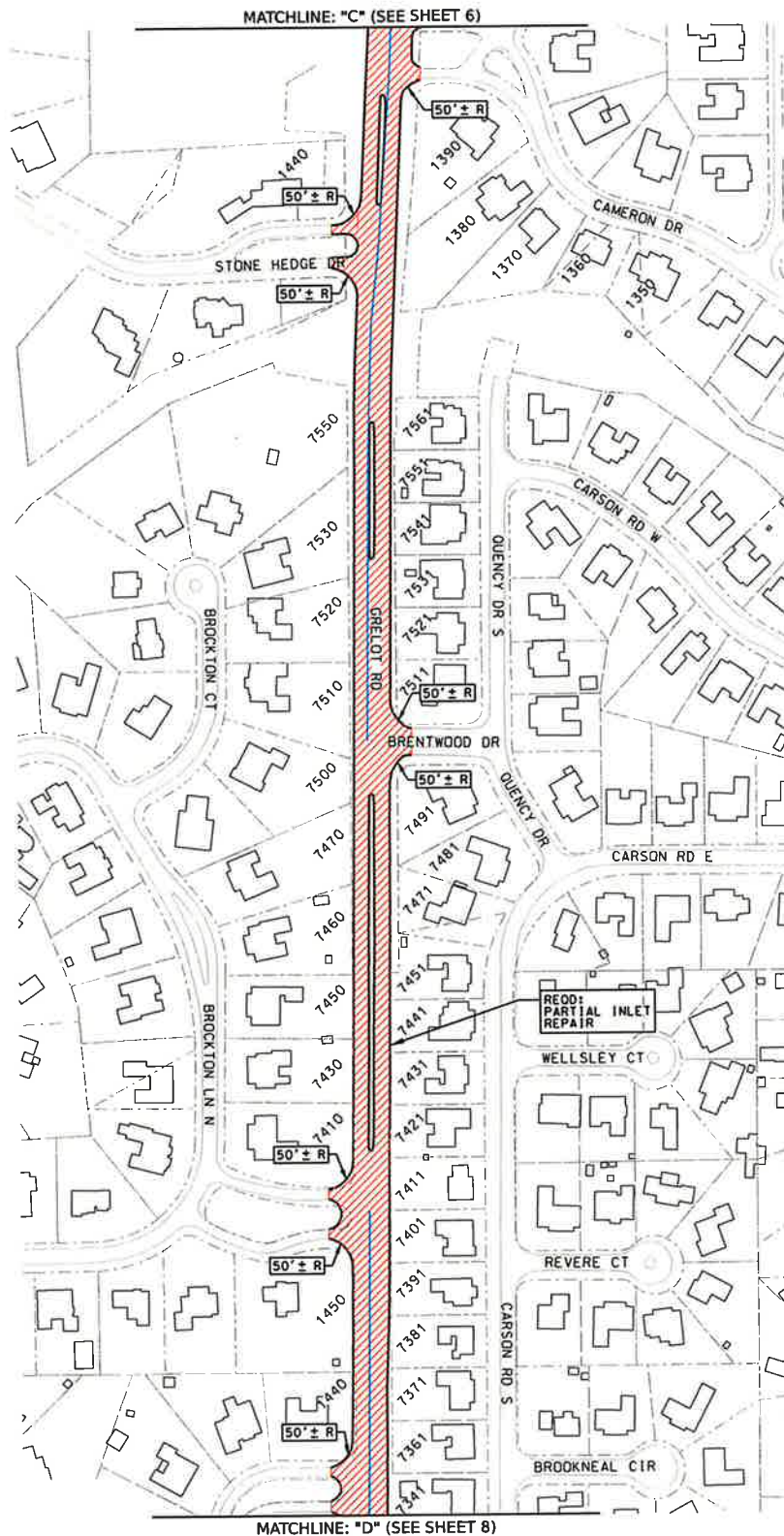


NOTE:
 1. FINAL STRIPING, MARKINGS, LEGENDS, AND PAVEMENT MARKERS
 SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY ENGINEER.

Revised per Addendum No.			
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	
2024-3005-03	2024	6	

REVISIONS:

PLAN	PLANS PREPARED BY:	SCALE	SHEET TITLE	ROUTE
IFB	thompson	(FEET)	GRELOT ROAD	(4 OF 5)
	2370 COTPAGE BL. NO. 308E 150	200		
	MOBILE, AL 36684-3008	0		
	(237) 686-2443	1 INCH = 200 FT		



LEGEND



FULL DEPTH MILL AND OVERLAY

NOTE:
1. FINAL STRIPING, MARKINGS, LEGENDS, AND PAVEMENT MARKERS SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY ENGINEER.

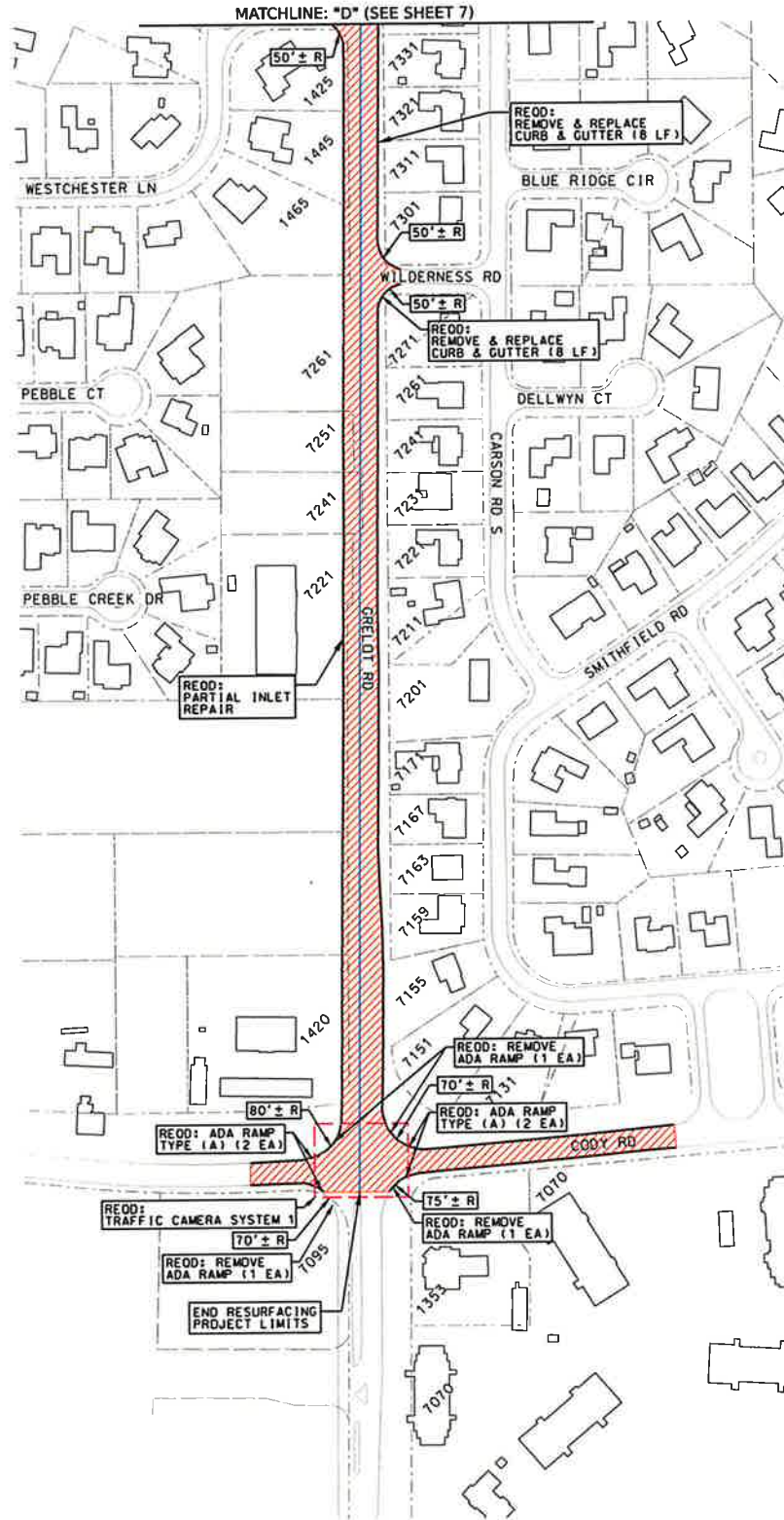
REFERENCE	FISCAL	SHEET
PROJECT NO	YEAR	NO
2024-3005-03	2024	7

REVISIONS:

PLAN SUBMITTAL	PLANS PREPARED BY:
IFB	thompson
	2870 COTTAGE HILL RD, SUITE 100 MOBILE, AL 36688 (251) 666-1234

SCALE (FEET)
200 0 200
1 INCH = 200 FT

SHEET TITLE	ROUTE
GRELOT ROAD (5 OF 5)	



LEGEND
 FULL DEPTH MILL AND OVERLAY

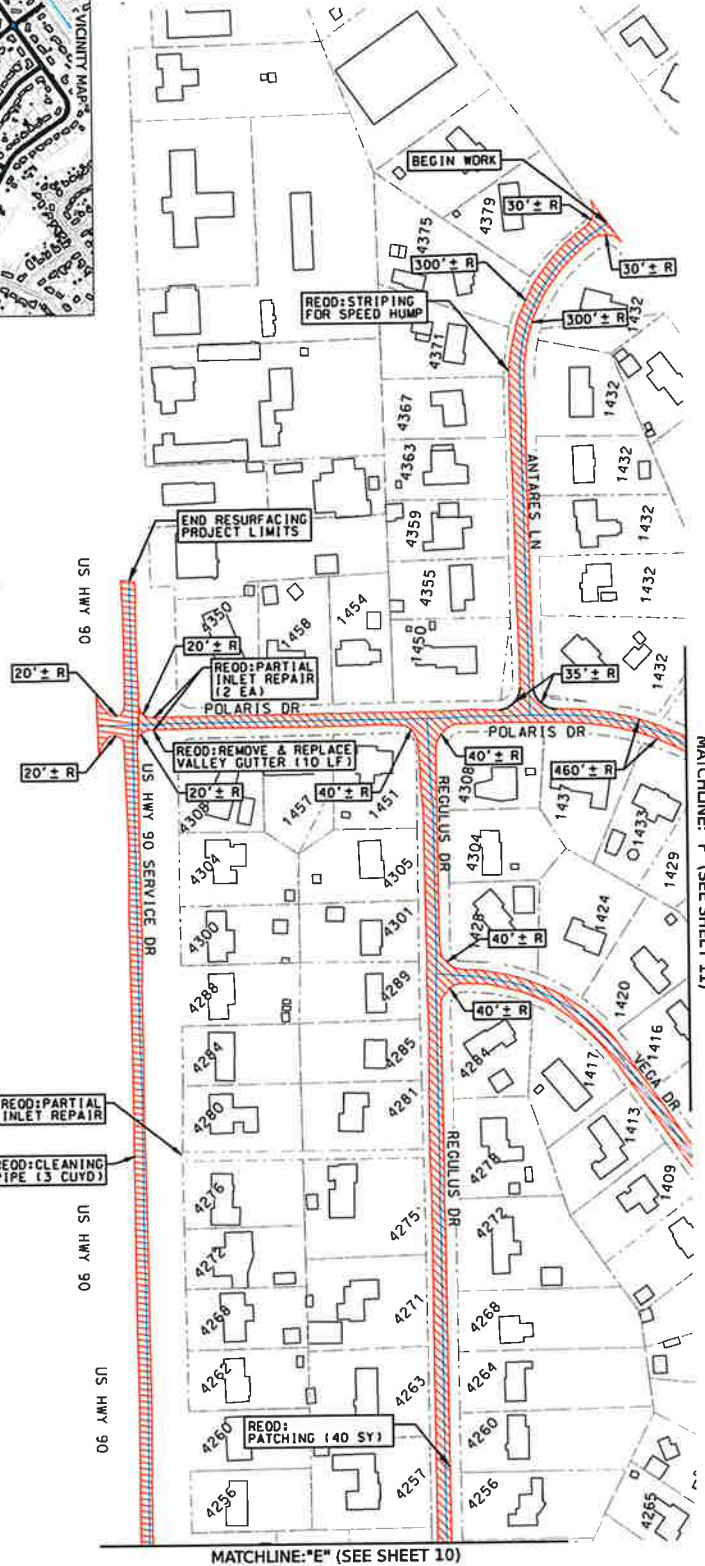
NOTE:
1. FINAL STRIPING, MARKINGS, LEGENDS, AND PAVEMENT MARKERS SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY ENGINEER.
2. CROSSWALK STRIPING SHALL BE PLACED DURING FINAL STRIPING IN ACCORDANCE WITH ALDOT SPECIAL DRAWING NO. CW-703.

Revised per Addendum No. 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	8

REVISIONS:

PLAN	SUBMITTAL	PLANS PREPARED BY:	SCALE	SHEET TITLE	ROUTE
IFB	thompson	2024 COTYD, INL NO. 3606 MOBILE, AL 36684	(FEET) 200 0 200 1 INCH = 200 FT	SKYLAND PARK (1 OF 4)	



LEGEND



FULL DEPTH MILL AND OVERLAY

NOTE:

1. PATCHING WITHIN SKYLAND PARK TO BE AS DIRECTED BY ENGINEER.
2. INCLUDE NEW MANHOLE COVERS ON ALL NEW INLET TOPS.

REFERENCE	FISCAL	SHEET
PROJECT NO	YEAR	NO
2024-3005-03	2024	9

REVISIONS:
DETAIL A
HAZARD SIGNAGE
NTS

PLAN
SUBMITTAL

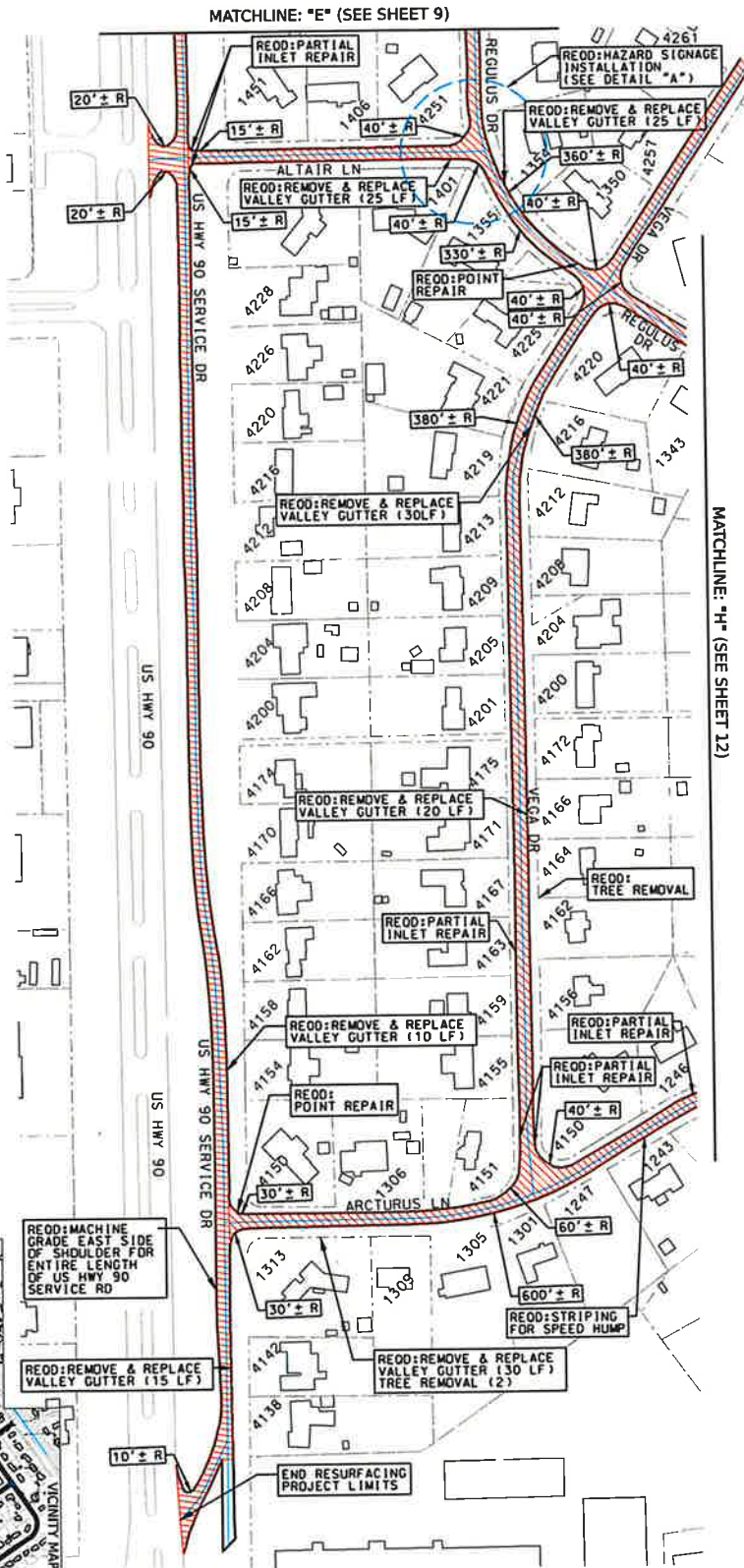
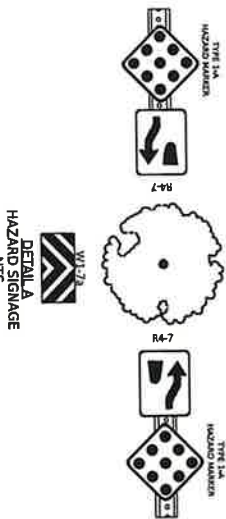
PLANS PREPARED BY:
thompson
2979 GORTAGE MILL RD, SUITE 100
MOBILE, AL 36688
404.631.6663

SCALE
(FEET)
200
0
200
1 INCH = 200 FT

SHEET TITLE
SKYLAND PARK
(2 OF 4)

ROUTE

4/22/2025



REOD: MACHINE
GRADE EAST SIDE
OF SHOULDER FOR
ENTIRE LENGTH
OF US HWY 90
SERVICE RD

REOD: REMOVE & REPLACE
VALLEY GUTTER (15 LF)

10' ± R

LEGEND
FULL DEPTH MILL AND OVERLAY

NOTE:
1. PATCHING WITHIN SKYLAND PARK TO BE AS DIRECTED BY
ENGINEER.
2. INCLUDE NEW MANHOLE COVERS ON ALL NEW INLET TOPS.

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	10

REVISIONS:

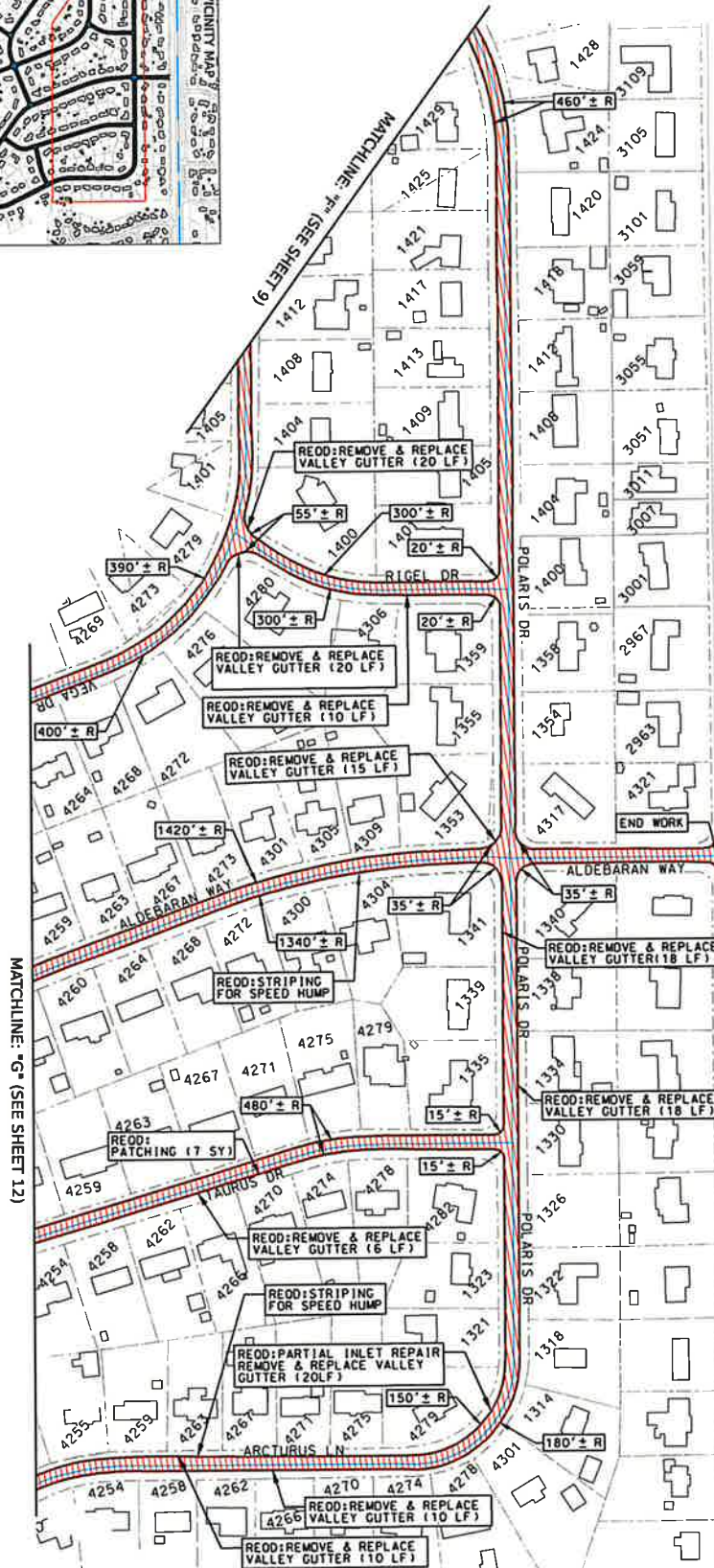
PLAN
SUBMITTAL

PLANS PREPARED BY:
Thompson
2370 COTTAGE HILL RD, SUITE 100
MOBILE, ALABAMA 36686
(251) 885-2423

SCALE
(FEET)
200 0 200
1 INCH = 200 FT

SHEET TITLE
SKYLAND PARK
(3 OF 4)

ROUTE



LEGEND



FULL DEPTH MILL AND OVERLAY

NOTE:

1. PATCHING WITHIN SKYLAND PARK TO BE AS DIRECTED BY ENGINEER.
2. INCLUDE NEW MANHOLE COVERS ON ALL NEW INLET TOPS.

Revised per Addendum No. 1			
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	
2024-3005-03	2024	11	

REVISIONS:

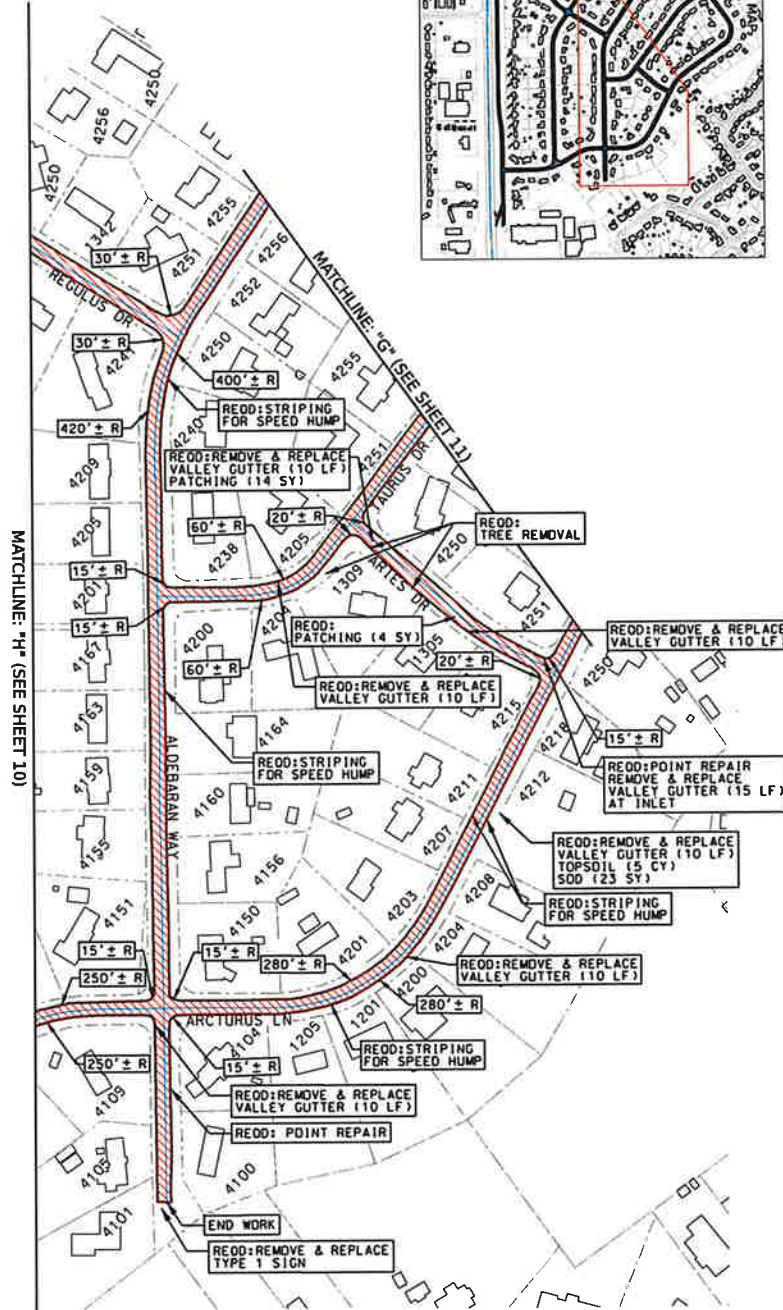
PLAN
SUBMITTAL
IFB

PLANS PREPARED BY:
thompson
2876 COTTAGE HILL RD, SUITE 100
MOBILE, AL 36684-4443

SCALE
(FEET)
200 0 200
1 INCH = 200 FT

SHEET TITLE
SKYLAND PARK
(4 OF 4)

ROUTE



LEGEND



FULL DEPTH MILL AND OVERLAY

NOTE:

1. PATCHING WITHIN SKYLAND PARK TO BE AS DIRECTED BY ENGINEER.
2. INCLUDE NEW MANHOLE COVERS ON ALL NEW INLET TOPS.

Revised per Addendum No.			
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	
2024-3005-03	2024	12	

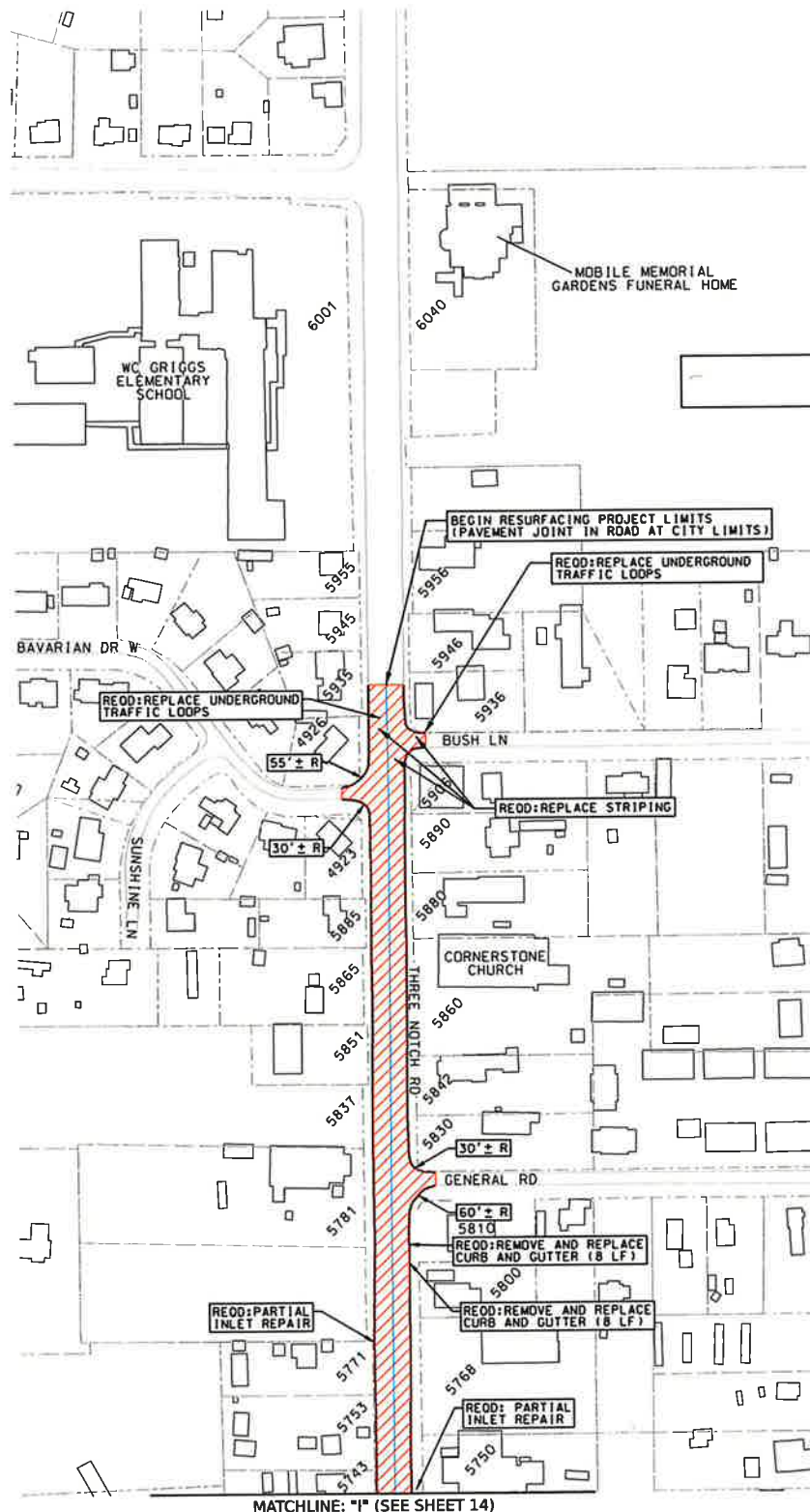
REVISIONS:

PLAN SUBMITTAL
IFB
PLANS PREPARED BY:
thompson
2370 COTTAGE HILL RD, SUITE 100
MOBILE, ALABAMA 36686
(251) 686-2443

SCALE (FEET)
200 0 200
1 INCH = 200 FT

SHEET TITLE
THREE NOTCH ROAD
(1 OF 3)

ROUTE



MATCHLINE: "I" (SEE SHEET 14)

LEGEND



FULL DEPTH MILL AND OVERLAY

NOTE:
1. FINAL STRIPING, MARKINGS, LEGENDS, AND PAVEMENT MARKERS SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY ENGINEER.

REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
2024-3005-03	2024	13

Revised per Addendum No. 1

REVISIONS:

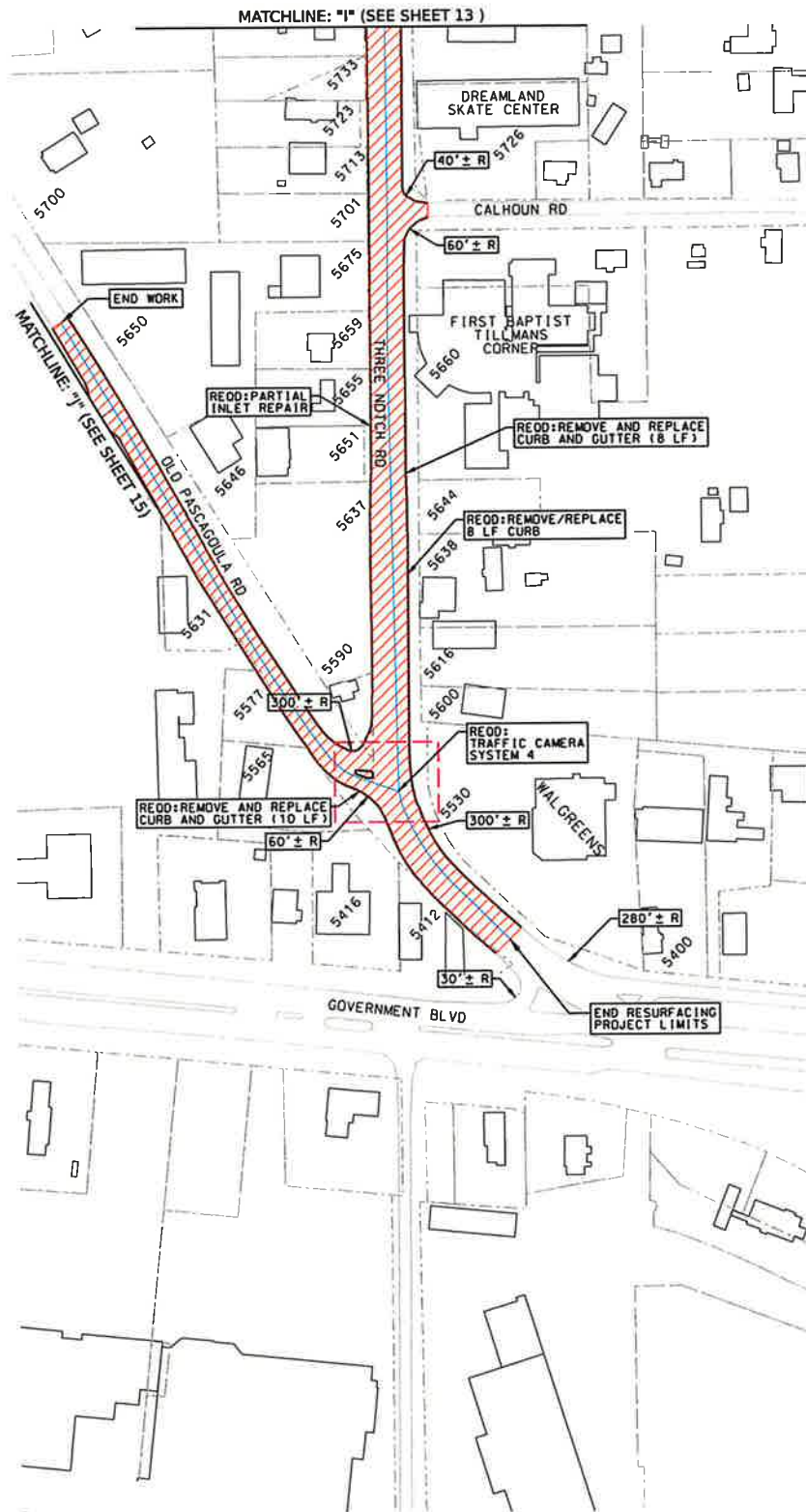
PLAN
SUBMITTAL

PLANS PREPARED BY:
THOMPSON
2390 COTTAGE HILL RD, SUITE 150
MOBILE, ALABAMA 36606
(251) 969-2422

SCALE
(FEET)
200 0 200
1 INCH = 200 FT

SHEET TITLE
THREE NOTCH ROAD
(2 OF 3)

ROUTE



LEGEND
 FULL DEPTH MILL AND OVERLAY

NOTE:
1. CONTRACTOR SHALL NOT DISTURB NEW ASPHALT PLACED AS PART OF US-90 RESURFACING PROJECT.
2. FINAL STRIPING, MARKINGS, LEGENDS, AND PAVEMENT MARKERS SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY ENGINEER.

Revised per Addendum No.			
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	
2024-3005-03	2024	14	

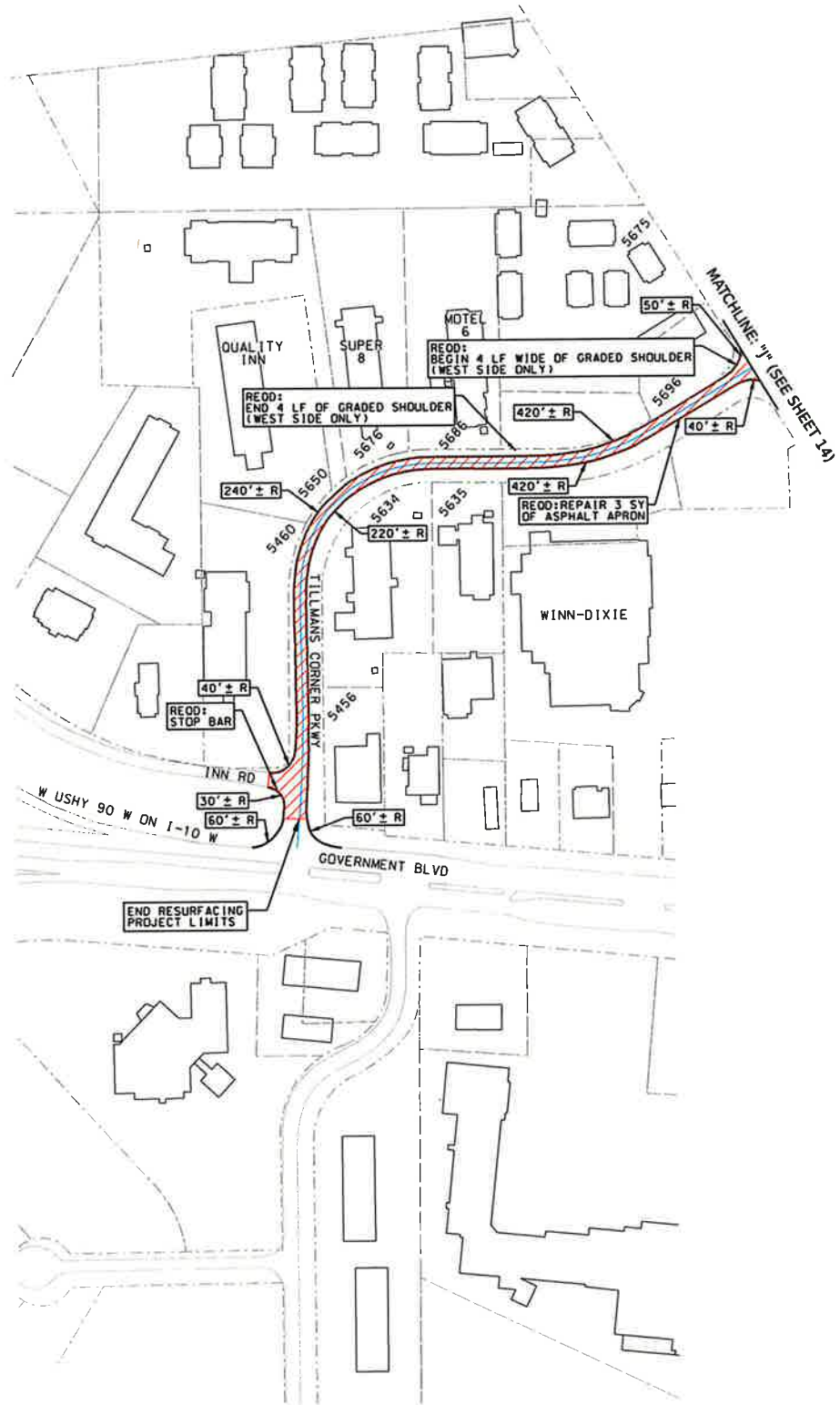
REVISIONS:

PLAN SUBMITTAL
IPB
thompson
PLANS PREPARED BY:
2870 COTTON HILL RD, SUITE 100
MOBILE, AL 36688
(205) 860-2443

SCALE
(FEET)
200
0
200
1 INCH = 200 FT

SHEET TITLE
TILLMAN'S CORNER
PARKWAY (3 OF 3)

ROUTE



LEGEND
 FULL DEPTH MILL AND OVERLAY

NOTE:
1. CONTRACTOR SHALL NOT DISTURB NEW ASPHALT PLACED AS PART OF US-90 RESURFACING PROJECT.
2. FINAL STRIPING, MARKINGS, LEGENDS, AND PAVEMENT MARKERS SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY ENGINEER.

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	15

REVISIONS:

PLAN SUBMITTAL
IFB
THOMPSON
PLANS PREPARED BY:
2872 COTTAGE HILL DR, SUITE 300
MOBILE, ALABAMA 36608
(251) 866-2493

SCALE (FEET)
200 0 200
1 INCH = 200 FT

SHEET TITLE
SERMON ROAD &
WILLIS ROAD

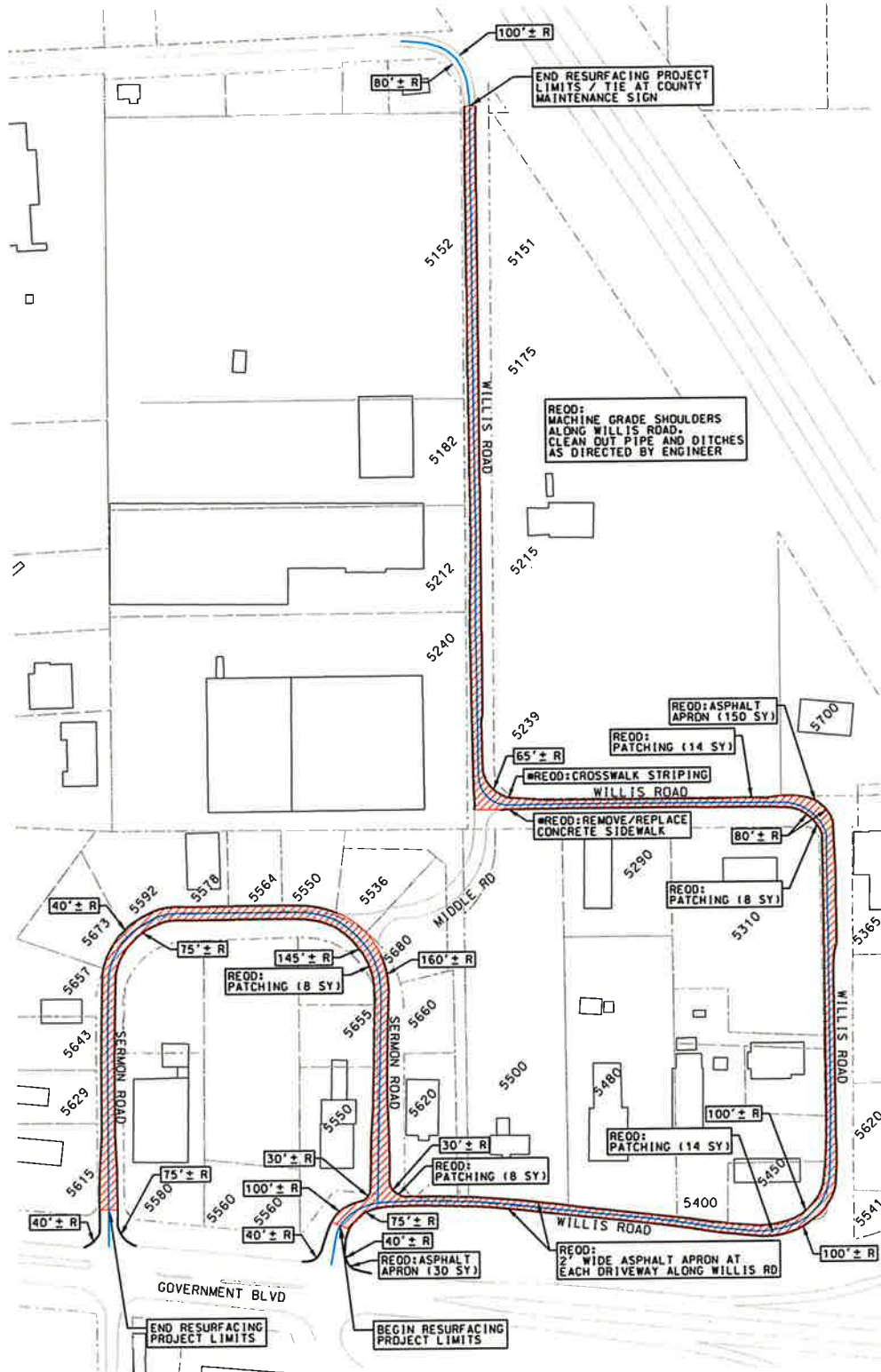
ROUTE

4/22/2025

9:39:34 AM

scooper

2411010170_PLN_16_WILLIS_01.dgn



REVISIONS:

PLAN SUBMITTAL	PLANS PREPARED BY:	SCALE (FEET)	SHEET TITLE	ROUTE
IFB	thompson 2370 COTTAGE HILL RD. SUITE 150 MOBILE, AL 36604 (251) 860-0443	200 0 200 1 INCH = 200 FT	LARUE STEINER ROAD	



LEGEND



FULL DEPTH MILL AND OVERLAY

NOTE:

1. CONTRACTOR SHALL NOT DISTURB NEW ASPHALT PLACED AS PART OF US-90 RESURFACING PROJECT.
2. FINAL STRIPING, MARKINGS, LEGENDS, AND PAVEMENT MARKERS SHALL MATCH EXISTING UNLESS OTHERWISE DIRECTED BY ENGINEER.

Revised per Addendum No. 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	17

REVISIONS:

PLAN
SUBMITTAL
IFB

PLANS PREPARED BY:
Thompson
2370 COTTAGE HILL RD, SUITE 100
MOBILE, ALABAMA 36686
(251) 662-2423

SCALE
(FEET)
200 0 200
1 INCH = 200 FT

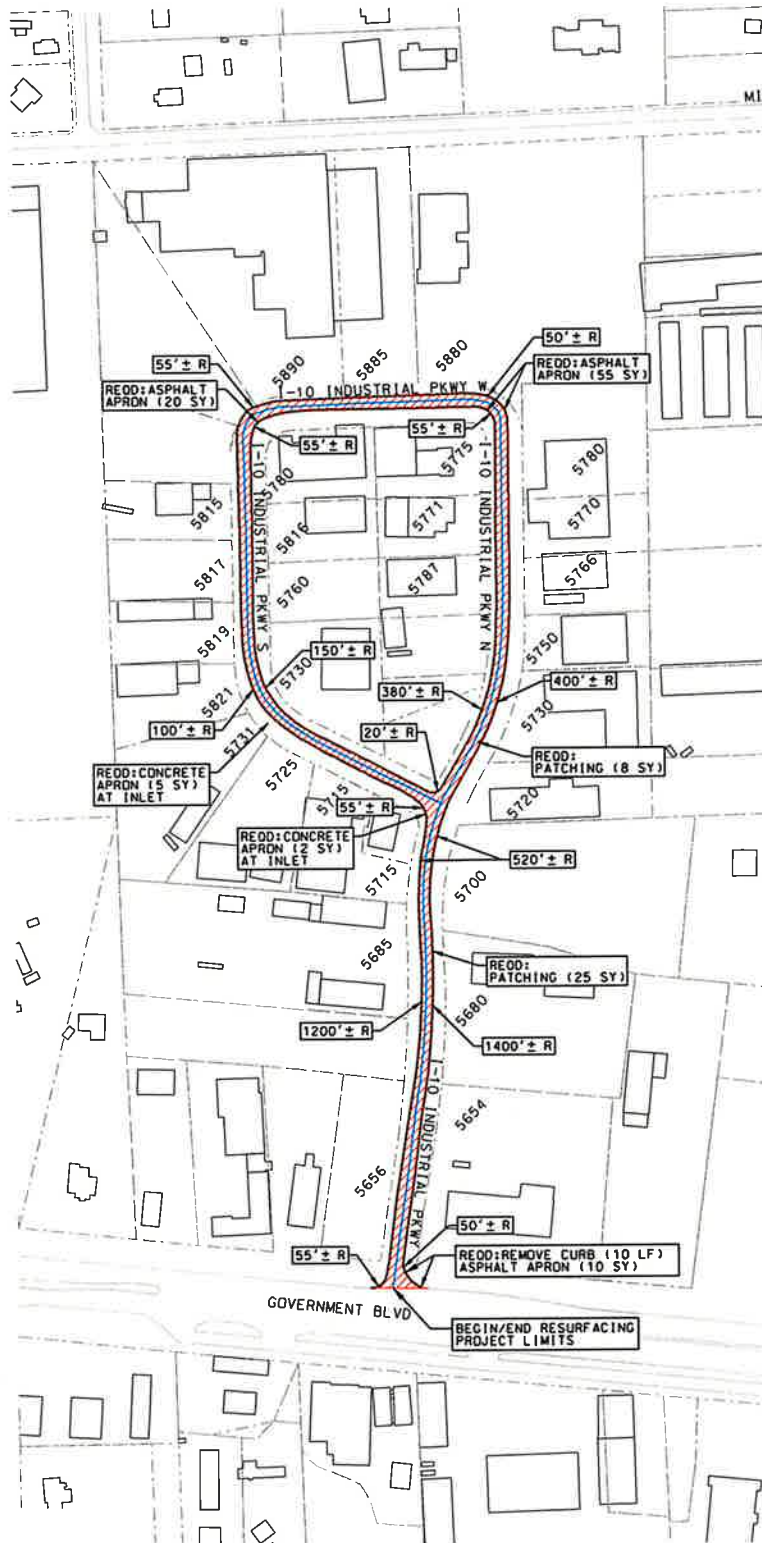
SHEET TITLE
ROUTE

4/22/2025

9:24:47 AM

scooper

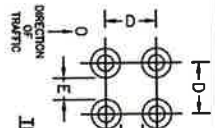
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ATTACHMENT “I”
CONSTRUCTION DETAILS

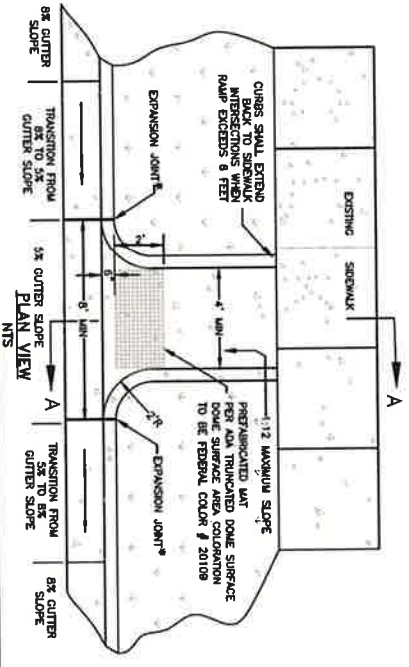
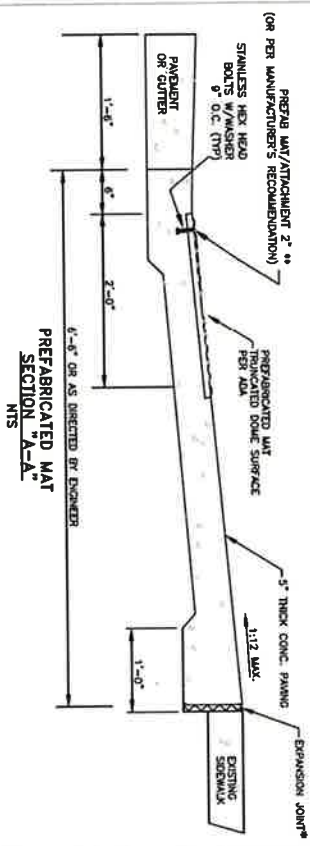
Revised per Addendum No. 1

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	19



	MIN.	MAX.
D	1.40'	2.35'
T	.85'	1.50'
E	.45'	.80'
L	.30'	1.40'

TRUNCATED DOME DETECTABLE WARNING SURFACE
NTS



* EXPANSION JOINT MATERIAL TO MEET LOCAL SPECIFICATIONS 832.01 & 832.02
** PREFABRICATED MATS SHALL BE SET IN NEW RAMP. MATS MAY BE ATTACHED WITH BOLTS ON EXISTING MATS.

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
HANDICAP CURB RAMP
AREAS WITH GRASS STRIP

MOBILE
STANDARD DRAWING 7 SHEET 1 OF 2 06-15-2021

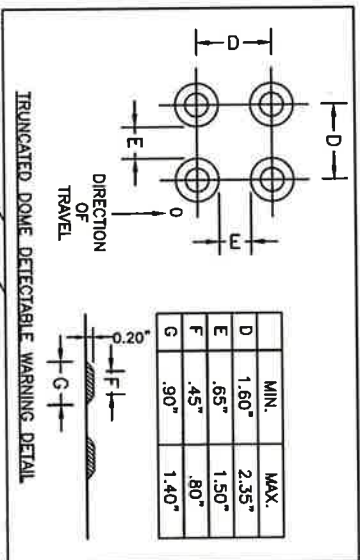
REVISIONS:

PLAN	PLANS PREPARED BY:
SUBMITTAL	thompson
IFB	2370 COTTON, N.E. 1/4, SUITE 100 MOBILE, AL 36688 251-968-2445

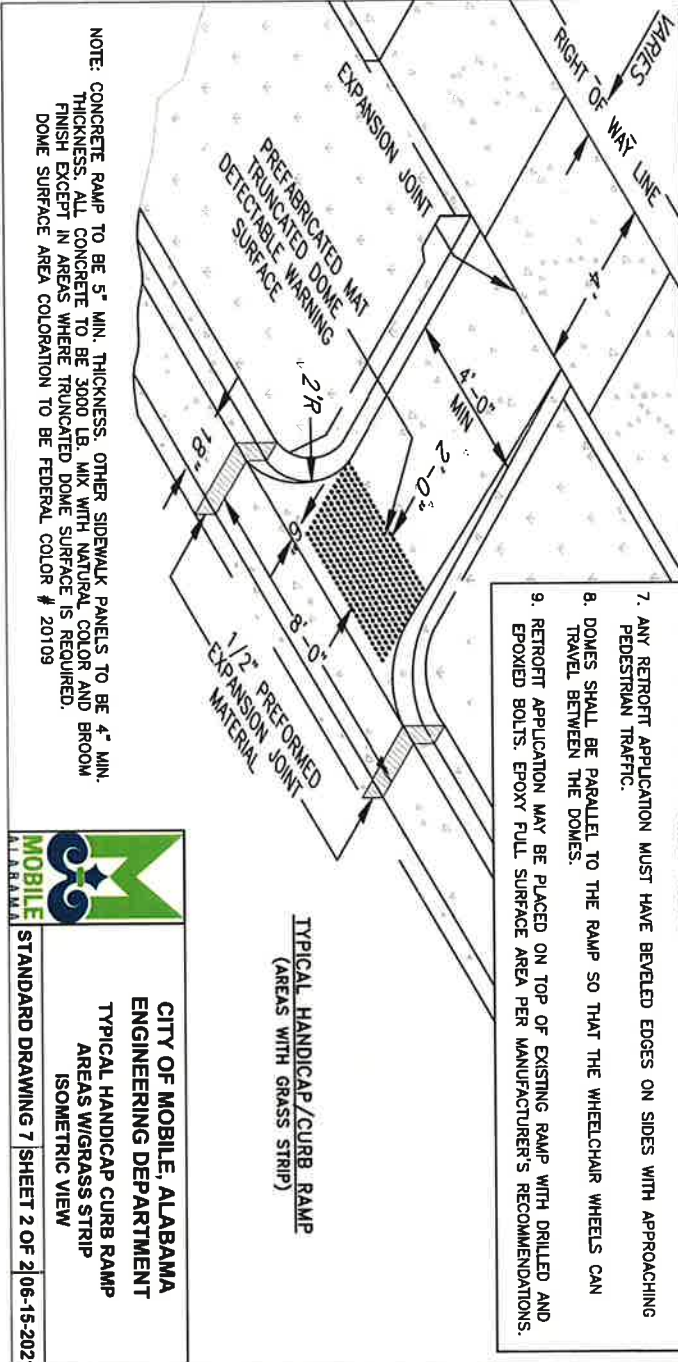
NTS

SHEET TITLE	ROUTE
CONSTRUCTION DETAILS	

Revised per Addendum No. 1		
REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
2024-3005-03	2024	20



1. EXPANSION JOINT IS TO BE PLACED WHERE THE NEW RAMP OR SIDEWALK JOINS EXISTING PAVEMENT STRUCTURES.
2. EXPANSION JOINT MATERIAL TO BE IN ACCORDANCE WITH ARTICLE 832.01 AND 832.02 OF ADOPT SPECIFICATIONS.
3. RAMPS SHALL HAVE A NON-SKID SURFACE BY BRUSHING TRANSVERSELY.
4. SIDEWALK TO BE 4" MINIMUM THICKNESS. RAMP TO BE 5" MINIMUM THICKNESS.
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEELCHAIRS.
6. TRUNCATED DOMES MEETING THE SIZE AND SPACING SHOWN SHALL BE CONSTRUCTED 2" WIDE FOR THE WIDTH OF THE RAMP. TRUNCATED DOMES TO BE INLAID PREFABRICATED MATS ATTACHED BY WET SETTING IN NEW RAMPS. THE 2" MAT SHALL BE A COLORATION OF FEDERAL COLOR 20109. PIGMENT FOR PREFABRICATED PRODUCTS SHALL BE INTEGRAL TO THE MATERIAL.
7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.
8. DOMES SHALL BE PARALLEL TO THE RAMP SO THAT THE WHEELCHAIR WHEELS CAN TRAVEL BETWEEN THE DOMES.
9. RETROFIT APPLICATION MAY BE PLACED ON TOP OF EXISTING RAMP WITH DRILLED AND EPOXYED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.



NOTE: CONCRETE RAMP TO BE 5" MIN. THICKNESS. OTHER SIDEWALK PANELS TO BE 4" MIN. THICKNESS. ALL CONCRETE TO BE 3000 LB. MIX WITH NATURAL COLOR AND BROOM FINISH EXCEPT IN AREAS WHERE TRUNCATED DOME SURFACE IS REQUIRED. DOME SURFACE AREA COLORATION TO BE FEDERAL COLOR # 20109

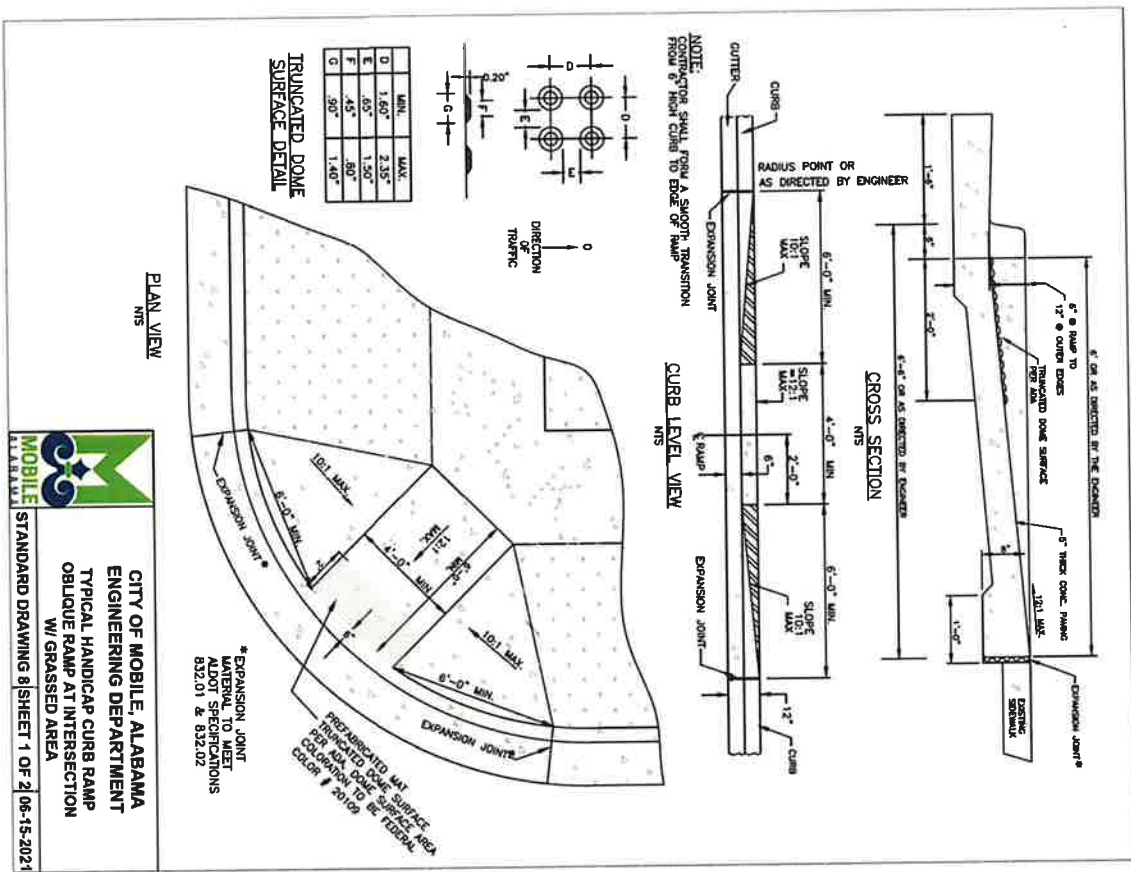
REVISIONS:

PLAN SUBMITTAL
thompson
PLANS PREPARED BY:
2895 COTTAGE HILL RD. SUITE 100
MOBILE, ALABAMA 36688
(251) 666-3333

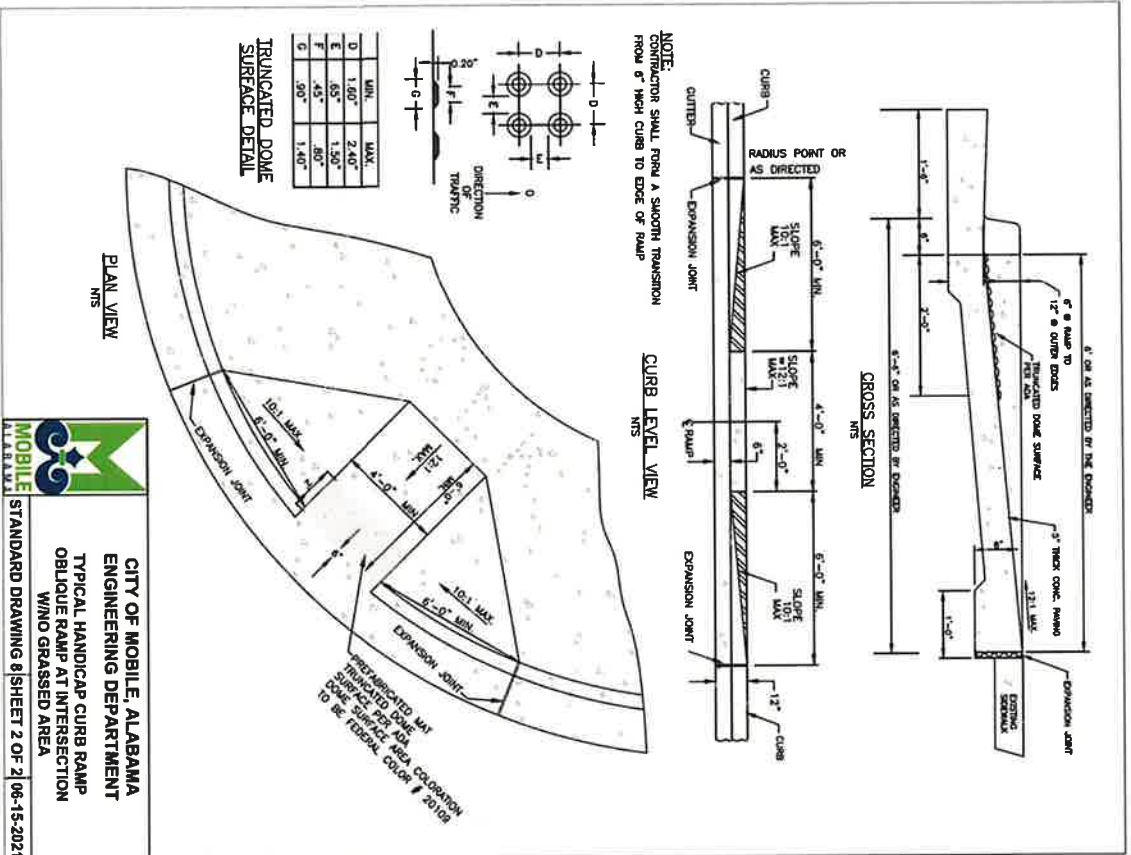
NTS

SHEET TITLE
CONSTRUCTION DETAILS

ROUTE



Revised per Addendum No.		
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	22

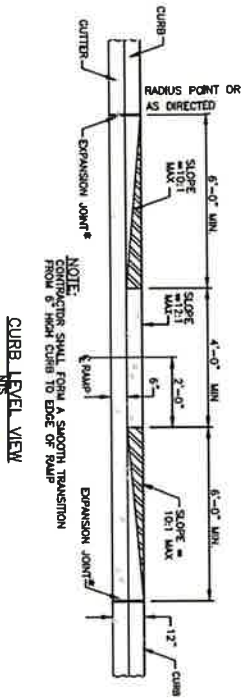
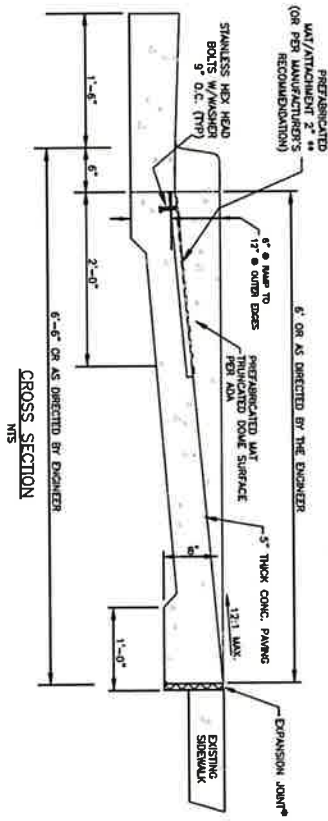
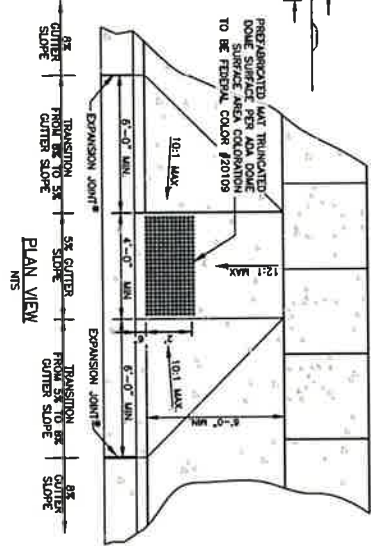


CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL HANDICAP CURB RAMP
OBLIQUE RAMP AT INTERSECTION
W/NO GRASSED AREA
STANDARD DRAWING 6 SHEET 2 OF 2 06-15-2024

Revised per Addendum No. 1		
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	23

	MIN.	MAX.
D	1.60"	2.35"
E	.65"	1.50"
F	.45"	.60"
G	.90"	1.40"

TRUNCATED DOME SURFACE DETAIL



- * EXPANSION JOINT MATERIAL TO MEET AUST SPECIFICATIONS 832.01 & 832.02
- * PREFABRICATED WANTS SHALL BE WET SET IN NEW RAMP. WANTS MAY BE ATTACHED WITH BOLTS ON EXISTING WANTS.

CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL HANDICAP CURB RAMP
AREAS W/NO GRASS STRIP

STANDARD DRAWING 9 SHEET 1 OF 2 06-15-2021

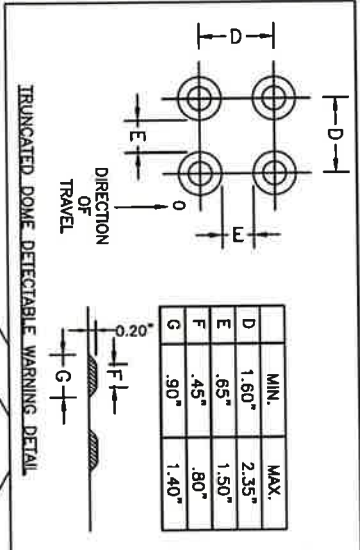
REVISIONS:

PLAN SUBMITTAL	PLANS PREPARED BY:
IFB	thompson

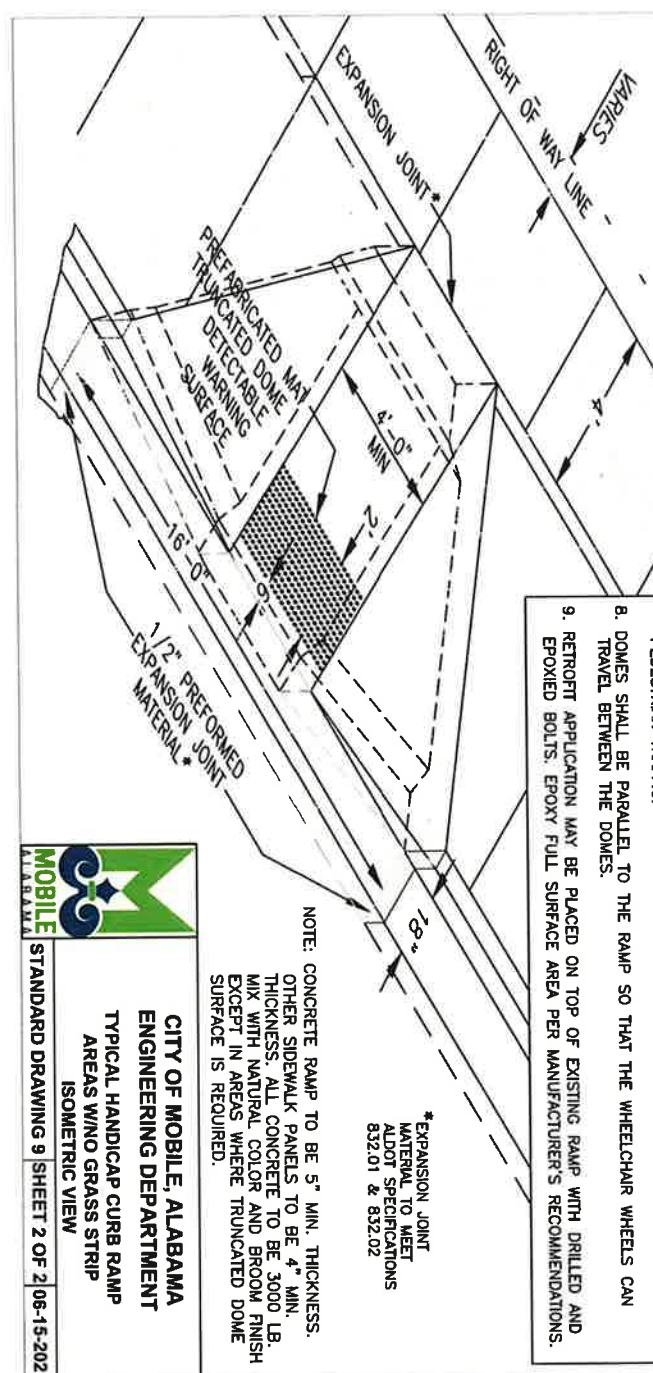
NTS

SHEET TITLE	ROUTE
CONSTRUCTION DETAILS	

Revised per Addendum No. 1		
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
2024-3005-03	2024	24



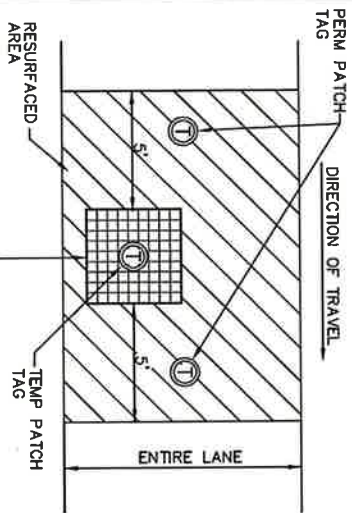
1. EXPANSION JOINT IS TO BE PLACED WHERE THE NEW RAMP OR SIDEWALK JOINS EXISTING PAVEMENT STRUCTURES.
2. EXPANSION JOINT MATERIAL TO BE IN ACCORDANCE WITH ARTICLE 832.01 AND 832.02 OF ALDOT SPECIFICATIONS.
3. RAMPS SHALL HAVE A NON-SKID SURFACE BY BRUSHING TRANSVERSELY.
4. SIDEWALK TO BE 4" MINIMUM THICKNESS. RAMP TO BE 5" MINIMUM THICKNESS.
5. WHERE SIDEWALKS ARE REQUIRED, THIS PLAN SHALL BE USED AT PEDESTRIAN CROSSWALKS FOR SAFE AND CONVENIENT MOVEMENT OF THE HANDICAPPED AND PERSONS USING WHEELCHAIRS.
6. TRUNCATED DOMES MEETING THE SIZE AND SPACING SHOWN SHALL BE CONSTRUCTED 2" WIDE FOR THE WIDTH OF THE RAMP. TRUNCATED DOMES TO BE INLAID PREFABRICATED MATS ATTACHED BY WET SETTING IN NEW RAMPS. THE 2" MAT SHALL BE A COLORATION OF FEDERAL COLOR 20109. PIGMENT FOR PREFABRICATED PRODUCTS SHALL BE INTEGRAL TO THE MATERIAL.
7. ANY RETROFIT APPLICATION MUST HAVE BEVELED EDGES ON SIDES WITH APPROACHING PEDESTRIAN TRAFFIC.
8. DOMES SHALL BE PARALLEL TO THE RAMP SO THAT THE WHEELCHAIR WHEELS CAN TRAVEL BETWEEN THE DOMES.
9. RETROFIT APPLICATION MAY BE PLACED ON TOP OF EXISTING RAMP WITH DRILLED AND EPOXYED BOLTS. EPOXY FULL SURFACE AREA PER MANUFACTURER'S RECOMMENDATIONS.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL HANDICAP CURB RAMP
AREAS W/NO GRASS STRIP
ISOMETRIC VIEW

Revised per Addendum No. 1		
REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
2024-3005-03	2024	25

PLAN VIEW



PERMITTEE TAG DESIGN REQUIREMENTS

- ALL TEMPORARY AND PERMANENT PATCHES ARE REQUIRED TO HAVE A PERMITTEE IDENTIFICATION TAG INSTALLED ACCORDING TO THE REQUIREMENTS OF SECTION 57-240 OF THE CITY OF MOBILE RIGHTS OF WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE.
- TAGS SHALL BE PLACED A MINIMUM OF 12" FROM THE EDGE OF PATCH.
- TAGS SHALL BE PLACED OUT OF DIRECT WHEEL TRAFFIC WHEN POSSIBLE.

EXISTING MATERIALS LEGEND

- EXISTING INPLACE PAVEMENT
- EXISTING INPLACE ROADWAY BASE

REQUIRED MATERIALS LEGEND

- ALDOT 429A IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER (MATCH EXISTING THICKNESS)
- ALDOT 429B IMPROVED BITUMINOUS CONCRETE BINDER LAYER (MATCH EXISTING THICKNESS)
- ALDOT 301A CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS (COMPACTED TO 100% MAX DRY DENSITY)
- ALDOT 210D BORROW EXCAVATION (AZ OR BETTER) (COMPACTED TO 95% MAX DRY DENSITY) (PLACED IN 6" MAX LIFTS)¹

¹ ALDOT 210B BORROW EXCAVATION (UNDERWATER BACKFILL) (ALDOT 493 STONE) MAY BE USED ONLY WHEN PROPER COMPACTION CANNOT BE ACHIEVED DUE TO EXCAVATION BELOW THE WATERABLE OR OBSTRUCTIONS SUCH AS UTILITIES

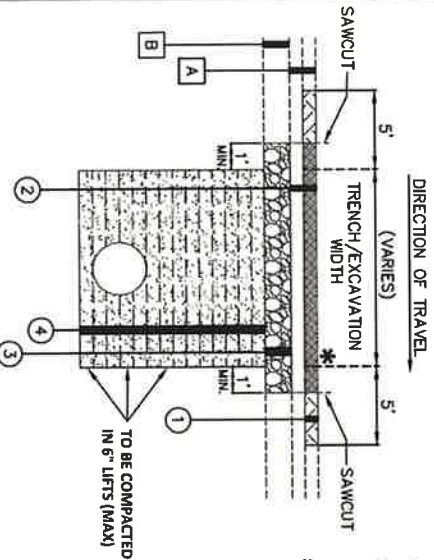
PATCH LENGTH	LONGITUDINAL TAG PLACEMENT
LESS THAN 50'	CENTER
50' TO 100'	ENDS
100' TO 400'	ENDS & CENTER
GREATER THAN 400'	ENDS & EVERY 200'

NOTES

- THE ENTIRE WIDTH OF ANY LANE AFFECTED SHALL BE RESURFACED IN ITS ENTIRETY.
- WHEN PRESENT, ANY EXISTING CONCRETE PANELS OVERLAIN WITH ASPHALT AFFECTED SHALL BE REPLACED IN THEIR ENTIRETY. THE NEWLY PLACED CONCRETE PANELS SHALL BE DOWELED INTO THE ADJACENT EXISTING CONCRETE PANELS ACCORDING TO ALDOT STANDARD DRAWING CPR-453 (SHEET 3).
- ALL ROADWAY BUILDUP ITEMS SHALL MEET THE MATERIAL AND CONSTRUCTION REQUIREMENTS OF THE 2006 ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- ANY EXISTING STRIPING, MARKINGS, AND/OR LEGENDS AFFECTED SHALL BE REPLACED WITH CLASS 2, TYPE A MATERIAL (REFLECTIVE THERMOPLASTIC).
- TESTING ON THE LOCATION AND EXTENT OF THE WORK, THE CITY ENGINEER MAY REQUIRE GEOTECHNICAL TESTING TO BE PERFORMED AND A PATCHING DETAIL BE DESIGNED BASED ON A GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.

* UNLESS PASSING GEOTECHNICAL COMPACTION TESTING IS PROVIDED TO THE CITY ENGINEER, A TEMPORARY PATCH SHALL BE PLACED AND REMAIN FOR 90 DAYS TO ALLOW FOR THE SETTLING AND COMPACTION OF UNDERLYING SOIL. IF A BINDER LAYER IS PRESENT, THE BINDER LAYER SHALL BE PLACED UP TO THE SURFACE ELEVATION. IF NO BINDER LAYER IS PRESENT, A COLD PATCH MAY BE APPLIED. AFTER 90 DAYS, THE TEMPORARY PATCH SHALL BE MILLED TO THE DEPTH OF THE EXISTING WEARING SURFACE AND THE PERMANENT ASPHALT WEARING SURFACE PATCH SHALL BE APPLIED TO THE RESURFACING LIMITS. NO COLD MIX MATERIAL SHALL REMAIN IN THE PERMANENT RESTORATION.

CROSS-SECTION VIEW



N.T.S.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
TYPICAL PAVEMENT PATCHING DETAIL
FOR ASPHALT ROADWAYS
(AREAS 16 S.F. OR GREATER)

STANDARD DRAWING 11

SHEET 1 OF 3

7/31/2017

REVISIONS:

PLAN	SUBMITTAL
IFB	

PLANS PREPARED BY:
thompson
thompson@cityofmobile.org
2370 Cottage Hill Road, Suite 190
Mobile, Alabama 36686
(251) 969-2144

NTS

SHEET TITLE	ROUTE
CONSTRUCTION DETAILS	

Revised per Addendum No. 1	
REFERENCE PROJECT NO	FISCAL YEAR
2024-3005-03	2024
	26

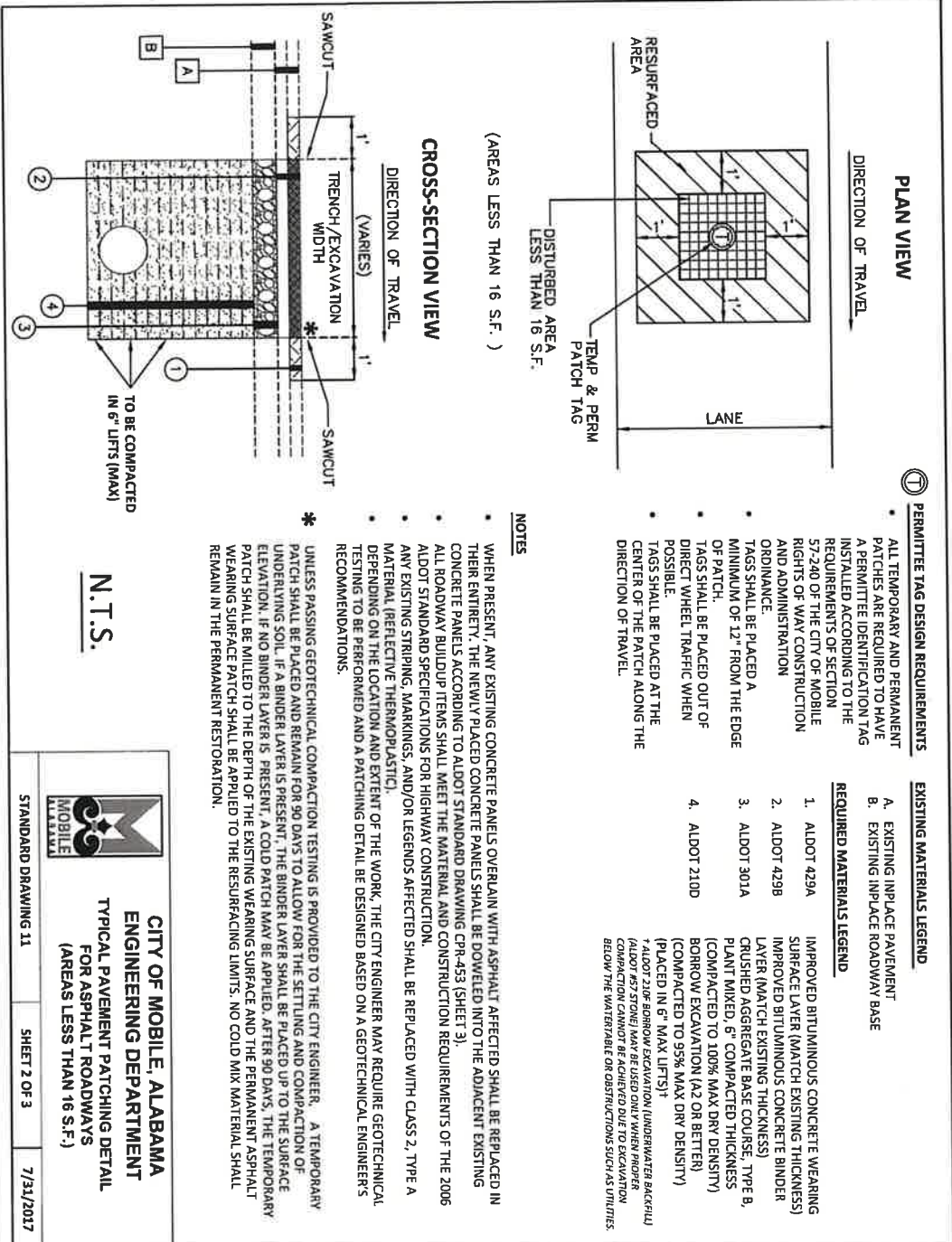
REVISIONS:

PLAN SUBMITTAL

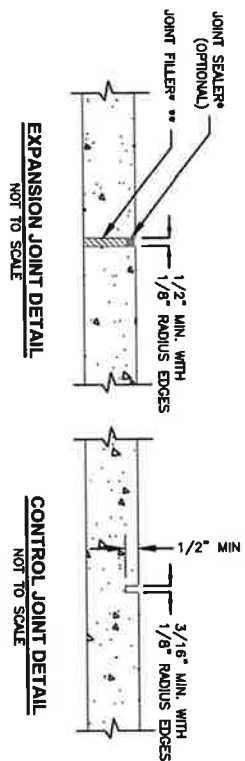
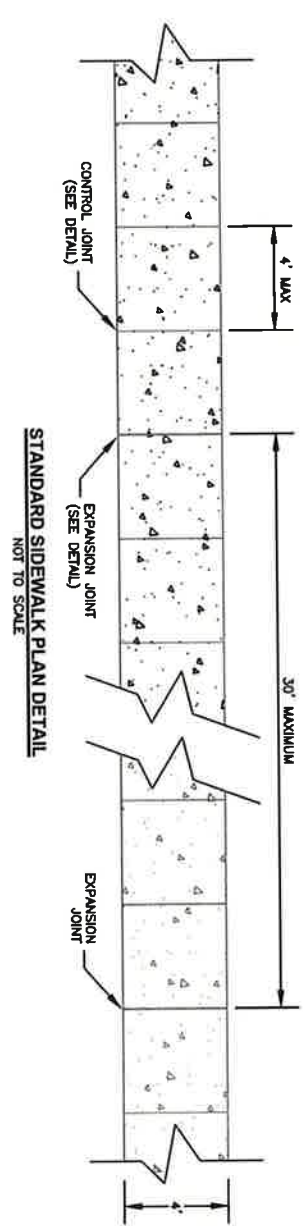
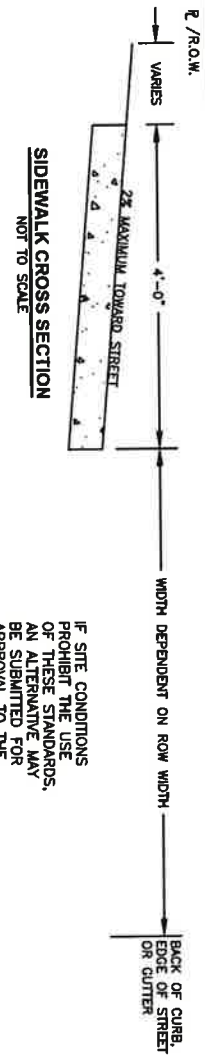
PLANS PREPARED BY:
thompson
2390 COTTAGE HILL RD. SUITE 150
MOBILE, AL 36688
(251) 960-3443

NTS

SHEET TITLE
CONSTRUCTION DETAILS



Revised per Addendum No. 1			
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO	
2024-3005-03	2024	27	



** JOINT FILLER TO BE CUT FLUSH WITH SIDEWALK SURFACE WHEN NO JOINT SEALER IS USED

* EXPANSION JOINT MATERIALS TO MEET ADOPT SPECIFICATIONS 832.01 & 832.02

NOTES:

SIDEWALK PANELS TO BE 4" MINIMUM THICKNESS.

SIDEWALK PANELS THAT ABUT A DRIVEWAY OR WILL OTHERWISE BE SUBJECTED TO VEHICULAR TRAFFIC TO BE 5" MINIMUM THICKNESS.

ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.

EDGE OF SIDEWALK SHALL HAVE 1/2" RADIUS.



CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT
CONCRETE SIDEWALK DETAILS

STANDARD DRAWING 12SHEET 1 OF 1

06-15-2021

City of Mobile Engineering Department 320 Government St. Mobile, AL 36602-3417 205-833-1111		REVISIONS:		PLAN SUBMITTAL IFB	PLANS PREPARED BY: Thompson 2375 COTTAGE HILL RD. SUITE 100 HOUSTON, TX 77058-2443 281-665-2443	NTS	SHEET TITLE CONSTRUCTION DETAILS	ROUTE
--	--	-------------------	--	---------------------------------	--	-----	--	--------------

ATTACHMENT “J”
MATERIAL SPECIFICATIONS

AXIS M4318-PLVE Panoramic Camera

12 MP dome with 360° view and deep learning

With a 12 MP sensor, this discreet mini dome offers excellent image quality and a complete 180° or 360° overview. Featuring a stereographic lens and Sharpdome 360, it delivers greater sharpness at the edges of the image. Built-in IR illumination with individually controllable LEDs ensures clear, reflection-free footage and excellent image quality even in low light or complete darkness. A deep learning processing unit enables unique opportunities for analytics based on deep learning. Plus, AXIS Object Analytics can detect and classify humans, vehicles, and types of vehicles. Furthermore, Axis Edge Vault protects your Axis device ID and simplifies authorization of Axis devices on your network.

- > Complete 180° and 360° overview
- > Built-in IR with individual IR LEDs
- > Support for deep learning analytics
- > Built-in cybersecurity features
- > Digital roll for ease of installation



AXIS M4318-PLVE Panoramic Camera

Camera

Image sensor 1/2.3" progressive scan RGB CMOS

Lens Focal length: 1.2 mm, F2.2
Horizontal field of view: 182°
Vertical field of view: 182°
Fixed iris, IR corrected, fixed focus

Day and night Automatic IR-cut filter

Minimum illumination Color: 0.19 lux at 50 IRE, F2.2
B/W: 0.04 lux at 50 IRE, F2.2
0 lux with IR illumination on

Shutter speed 1/8100 s to 0.5 s

Camera adjustment Digital roll: ± 180°

System on chip (SoC)

Model ARTPEC-8

Memory 2048 MB RAM, 8192 MB Flash

Compute capabilities Deep learning processing unit (DLPU)

Video

Video compression H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles
H.265 (MPEG-H Part 2/HEVC) Main Profile
Motion JPEG

Resolution Overview: 2992x2992 to 160x160
Panorama: 3840x2160 to 192x72
Double Panorama: 3584x2688 to 512x288
Quad view: 3584x2688 to 384x288
View area 1-4: 2048x1536 to 256x144
Corner right and left: 3200x1200 to 192x72
Double corner: 2880x2880 to 384x288
Corridor: 2560x1920 to 256x144

Frame rate 360° overview only up to max resolution without WDR:
25/30 fps @ 50/60 Hz
360° overview and 4 dewarped views up to max resolution with
WDR: up to 25/20 fps @ 50/60 Hz

Video streaming Multiple, individually configurable streams in H.264, H.265 and
Motion JPEG
Axis Zipstream technology in H.264 and H.265
Controllable frame rate and bandwidth
VBR/ABR/MBR H.264/H.265
Video streaming indicator

WDR Forensic WDR: Up to 120 dB depending on scene

Noise reduction Spatial filter (2D noise reduction)
Temporal filter (3D noise reduction)

Image settings Saturation, contrast, brightness, sharpness, local contrast, tone
mapping, white balance, day/night threshold, exposure mode,
exposure zones, compression, mirroring, dynamic text and image
overlay, polygon privacy mask

Image processing Axis Zipstream, Forensic WDR, Lightfinder, OptimizedIR

Pan/Tilt/Zoom Digital PTZ of view areas, digital PT of panorama, corner, corridor
and quad views, preset positions, guard tours

Audio

Audio features Network speaker pairing

Audio input/output Audio features through portcast technology: two-way audio
connectivity, voice enhancer

Network

Network protocols IPv4, IPv6, USGv6, ICMPv4/ICMPv6, HTTP, HTTPS^a, HTTP/2,
TLS^b, QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS
(Bonjour), UPnP^c, SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS,
NTP, NTS, RTSP, RTP, SRTP/RTSPS, TCP, UDP, IGMPv1/v2/v3, RTCP,
DHCPv4/v6, SSH, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local
address (ZeroConf), IEEE 802.1X (EAP-TLS), IEEE 802.1AR

System integration

Application Programming Interface Open API for software integration, including VAPIX[®], metadata
and AXIS Camera Application Platform (ACAP); specifications at
axis.com/developer-community.
One-click cloud connection

ONVIF[®] Profile G, ONVIF[®] Profile M, ONVIF[®] Profile S, and
ONVIF[®] Profile T, specification at onvif.org
Support for Session Initiation Protocol (SIP) for integration with
Voice over IP (VoIP) systems, peer to peer or integrated with
SIP/PBX.

Video management systems Compatible with AXIS Camera Station Edge, AXIS Camera Station
Pro, AXIS Camera Station S, and video management software
from Axis' partners available at axis.com/vms.

Onscreen controls Privacy masks
IR illumination
Media clip

Event conditions Device status: above operating temperature, above or below
operating temperature, below operating temperature, casing
open, IP address removed, live stream active, network lost, new
IP address, system ready, within operating temperature
Edge storage: recording ongoing, storage disruption, storage
health issues detected
I/O: digital input is active, digital output is active, manual trigger,
virtual input is active
MQTT: stateless
Scheduled and recurring: schedule
Video: average bitrate degradation, day-night mode, tampering

Event actions Day-night mode: use while the rule is active
I/O: toggle once, toggle while the rule is active
Illumination: use lights, use lights while the rule is active
Images: FTP, HTTP, HTTPS, SFTP, email and network share
MQTT: publish
Notification: HTTP, HTTPS, TCP and email
Overlay text: use, use while the rule is active
Recordings: record video, record video while the rule is active
SNMP trap messages: send, send while the rule is active
Status LED: flash, flash while the rule is active
Video clips: FTP, HTTP, HTTPS, SFTP, email and network share
WDR mode: set, set while the rule is active

Built-in installation aids Pixel counter, level grid, digital roll

Analytics

Applications Included
AXIS Object Analytics, AXIS Scene Metadata, AXIS Video Motion
Detection, active tampering alarm
Supported
Support for AXIS Camera Application Platform enabling
installation of third-party applications, see axis.com/acap

AXIS Object Analytics Object classes: humans, vehicles (types: cars, buses, trucks,
bikes)
Scenarios: line crossing, object in area, crossline counting,
occupancy in area^{BETA}
Up to 10 scenarios
Other features: triggered objects visualized with trajectories,
color-coded bounding boxes and tables
Polygon include/exclude areas
ONVIF Motion Alarm event

AXIS Scene Metadata Object classes: humans, faces, vehicles (types: cars, buses,
trucks, bikes)
Object attributes: vehicle color, confidence, position

Approvals

Product markings CSA, UL/cUL, BIS, UKCA, CE, KC

Supply chain TAA compliant

EMC EN 55035, EN 55032 Class A, EN 50121-4, EN 61000-6-1,
EN 61000-6-2, EN 61547
Australia/New Zealand: RCM AS/NZS CISPR 32 Class A
Canada: ICES-3(A)/NMB-3(A)
Japan: VCCI Class A
Korea: KS C 9835, KS C 9832 Class A
USA: FCC Part 15 Subpart B Class A
Railway: IEC 62236-4

Safety IEC/EN/UL 62368-1 ed. 3, CAN/CSA C22.2 No. 62368-1 ed. 3,
IEC/EN 62471 risk group exempt, UN ECE R118, IS 13252

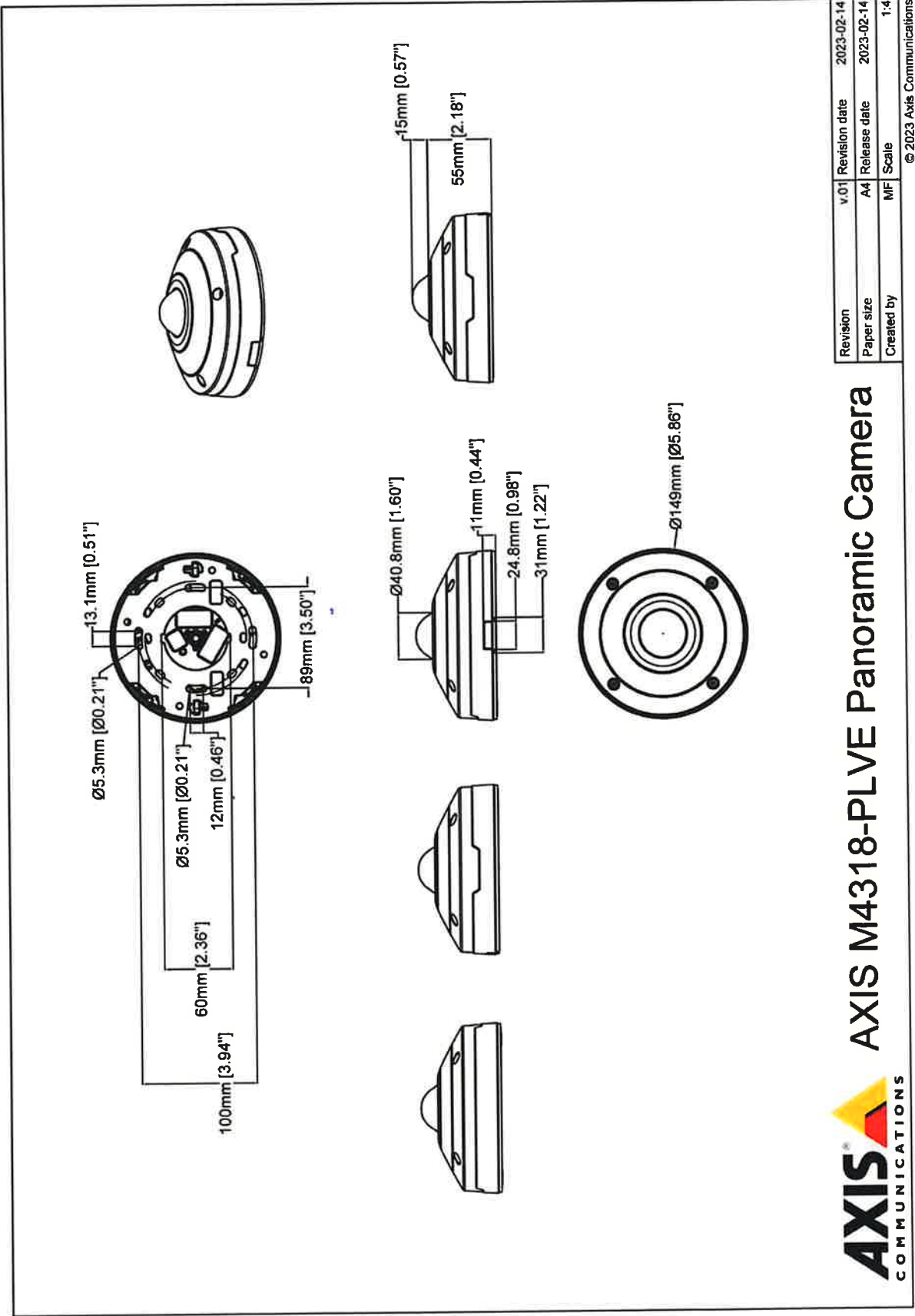
Environment IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14,
IEC 60068-2-27, IEC 60068-2-78, IEC/EN 62262 IK10,
IEC/EN 60529 IP66, ISO 4892-2, NEMA 250 Type 4X,
NEMA TS 2 (2.2.7-2.2.9), ISO 21207 (Method B)

Network	NIST SP500-267
Cybersecurity	ETSI EN 303 645, BSI IT Security Label
Cybersecurity	
Edge security	Software: Signed OS, brute force delay protection, digest authentication and OAuth 2.0 RFC6749 OpenID Authorization Code Flow for centralized ADFS account management, password protection, AES-XTS-Plain64 256bit SD card encryption Hardware: Axis Edge Vault cybersecurity platform Secure element (CC EAL 6+), system-on-chip security (TEE), Axis device ID, secure keystore, signed video, secure boot, encrypted filesystem (AES-XTS-Plain64 256bit)
Network security	IEEE 802.1X (EAP-TLS, PEAP-MSCHAPv2) ^c , IEEE 802.1AE (MACsec PSK/EAP-TLS), IEEE 802.1AR, HTTPS/HSTS ^d , TLS v1.2/v1.3 ^c , Network Time Security (NTS), X.509 Certificate PKI, host-based firewall
Documentation	<i>AXIS OS Hardening Guide</i> <i>Axis Vulnerability Management Policy</i> <i>Axis Security Development Model</i> AXIS OS Software Bill of Material (SBOM) To download documents, go to axis.com/support/cybersecurity/resources To read more about Axis cybersecurity support, go to axis.com/cybersecurity
General	
Casing	IP66-, NEMA 4X- and IK10-rated Polycarbonate hard-coated dome Aluminum Color: white NCS S 1002-B Repaintable skin cover accessory
Mounting	Mounting bracket with junction box holes (double-gang, single-gang, and 4" octagon) 1/4"-20 UNC tripod screw thread
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 6.4 W, max 12.95 W
Connectors	Network: Shielded RJ45 10BASE-T/100BASE-TX PoE I/O: Terminal block for 1 supervised alarm input and 1 output (12 VDC output, max. load 25 mA) Audio: Audio and I/O connectivity via portcast technology
IR illumination	Optimized IR with power-efficient, long-life 850 nm IR LEDs Range of reach 15 m (49.2 ft) depending on the scene
Storage	Support for microSD/microSDHC/microSDXC card Recording to network-attached storage (NAS) For SD card and NAS recommendations see axis.com
Operating conditions	-40 °C to 50 °C (-40 °F to 122 °F) Start-up temperature: -30 °C Humidity 10-100% RH (condensing)
Storage conditions	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5-95% RH (non-condensing)

Dimensions	Height: 70 mm (2.7 in) ø 149 mm (5.9 in) Effective Projected Area (EPA): 0.0076 m ² (0.025 ft ²)
Weight	860 g (1.9 lb)
Box content	Camera, installation guide, terminal block connector, connector guard, cable gaskets, cable hole lid, owner authentication key
Optional accessories	AXIS T8415 Wireless Installation Tool, AXIS T94T02D Pendant kit, AXIS TM3814 Skin Cover Black, AXIS TM3204 Recessed Mount, AXIS TM3206 Recessed Mount, AXIS Mounts and Cabinets, AXIS Surveillance Cards For more accessories, go to axis.com/products/axis-m4318-plve#accessories
System tools	AXIS Site Designer, AXIS Device Manager, product selector, accessory selector, lens calculator Available at axis.com
Languages	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese, Dutch, Czech, Swedish, Finnish, Turkish, Thai, Vietnamese
Warranty	5-year warranty, see axis.com/warranty
Part numbers	Available at axis.com/products/axis-m4318-plve#part-numbers
Sustainability	
Substance control	PVC free, BFR/CFR free in accordance with JEDEC/ECA Standard JS709 RoHS in accordance with EU RoHS Directive 2011/65/EU/ and EN 63000:2018 REACH in accordance with (EC) No 1907/2006. For SCIP UUID, see axis.com/partner .
Materials	Renewable carbon-based plastic content: 29.6% (bio-based) Screened for conflict minerals in accordance with OECD guidelines To read more about sustainability at Axis, go to axis.com/about-axis/sustainability
Environmental responsibility	axis.com/environmental-responsibility Axis Communications is a signatory of the UN Global Compact, read more at unglobalcompact.org

- This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (ey@cryptsoft.com).
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Dimension drawing



Highlighted capabilities

AXIS Object Analytics

AXIS Object Analytics is a preinstalled, multifeatured video analytics that detects and classifies humans, vehicles, and types of vehicles. Thanks to AI-based algorithms and behavioral conditions, it analyzes the scene and their spatial behavior within – all tailored to your specific needs. Scalable and edge-based, it requires minimum effort to set up and supports various scenarios running simultaneously.

Axis Edge Vault

Axis Edge Vault is the hardware-based cybersecurity platform that safeguards the Axis device. It forms the foundation that all secure operations depend on and offer features to protect the device's identity, safeguard its integrity and protect sensitive information from unauthorized access. For instance, secure boot ensures that a device can boot only with signed OS, which prevents physical supply chain tampering. With signed OS, the device is also able to validate new device software before accepting to install it. And the secure keystore is the critical building-block for protecting cryptographic information used for secure communication (IEEE 802.1X, HTTPS, Axis device ID, access control keys etc.) against malicious extraction in the event of a security breach. The secure keystore and secure connections are provided through a Common Criteria or FIPS 140 certified hardware-based cryptographic computing module.

Furthermore, signed video ensures that video evidence can be verified as untampered. Each camera uses its unique video signing key, which is securely stored in the secure keystore, to add a signature into the video stream allowing video to be traced back to the Axis camera from where it originated.

To read more about Axis Edge Vault, go to axis.com/solutions/edge-vault.

Lightfinder

The Axis Lightfinder technology delivers high-resolution, full-color video with a minimum of motion blur even in near darkness. Because it strips away noise, Lightfinder makes dark areas in a scene visible and captures details in very low light. Cameras with Lightfinder discern color in low light better than the human eye. In surveillance, color may be the critical factor to identify a person, an object, or a vehicle.

OptimizedIR

Axis OptimizedIR provides a unique and powerful combination of camera intelligence and sophisticated LED technology, resulting in our most advanced camera-integrated IR solutions for complete darkness. In our pan-tilt-zoom (PTZ) cameras with OptimizedIR, the IR beam automatically adapts and becomes wider or narrower as the camera zooms in and out to make sure that the entire field of view is always evenly illuminated.

Zipstream

The Axis Zipstream technology preserves all the important forensic in the video stream while lowering bandwidth and storage requirements by an average of 50%. Zipstream also includes three intelligent algorithms, which ensure that relevant forensic information is identified, recorded, and sent in full resolution and frame rate.

For more information, see axis.com/glossary



AI-BASED DETECTION AND ACTUATION SYSTEM



**MADE
IN USA**



Fully Integrated AI Hardware / Software Solution for Vehicle, Pedestrian and Bicyclist Detection and Controller Actuation

Currux Vision's Video Detection and Controller Actuation System works with existing or new video cameras (both IP and Analog) to detect vehicles, pedestrians and bicyclists on roads, bike lanes and crosswalks and to actuate traffic controllers, RSUs and flashing beacons using NTCIP, SDLC and I/O contact closures via 5 built in relays.

Key Advantages:

- Works with existing cameras IP or Analog, and new fisheye cameras
- Significantly more accurate than legacy video detection and radar systems (shadows, glare, rain, snow, fog, low light, pole movement)
- Best in class PED and BIKE detection
- 95%+ vehicle counting accuracy
- Ability to detect and actuate based on vehicle class (eg., only Buses or only Heavy Trucks, or Trains)
- Passive PED and BIKE detection and actuation, including for overhead lights and beacons
- Powerful, reliable, hardened and small factor NEMA TS2 servers that are made in USA by Currux Vision
- Very small footprint in the cabinet (6.8"x6.0"x3.5" inches)
- Easy to install and operate
- Nationwide customer support and system integration infrastructure via local distributors

Designed Specifically for ITS Applications and Built in America AI GPU Hardware Platform

NEMA TS2 compliant hardware platform is built in Houston, Texas by Currux Vision. IP addressable, hardened edge-based system that doesn't require cloud access to operate. Built in analog camera digital encoder, SDLC connector and 5 I/O relays.



AI-BASED DETECTION AND ACTUATION SYSTEM

Server Technical Specifications

AI-Vision GPU Server	
GPU	NVIDIA 512-Core Volta GPU with Tensor Cores
CPU	8-Core ARM v8.2 64-Bit CPU, 8 MB L2 + 4 MB L3
Memory	32 GB 256-Bit LPDDR4x Memory / 137 GB/s
Storage	32 GB eMMC 5.1

Interfaces	
Ethernet	2 Ethernet (1GB/100 Base-T) RJ-45 Connector
HDMI	1920x1080 to Video Monitor for setup
Optional SDLC, BNC and I/O Relay	SDLC DB15 Connector; 4 BNC Analog Camera Inputs; 5 I/O Relays (NO/NC)

Specifications	
Temperature	-34* Celsius to + 74* Celsius
Power	12 VDC - 10W/30W
Dimensions	6.75"(W)x6.0"(L)x3.5"(H)

Approvals	
	This device complies with part 15 of the FCC Rules
	UL listed Product Logo for Jetson AGX Xavier Developer Kit, model name P2972
	UL Recognized Component Logo for Embedded System Module, model number P2888 for Jetson AGX Xavier
Industry Canada (IC) CAN ICES-3(B)/NB<-2(B)	This device complies with Industry Canada license-exempt RSS standard(s)
	This device bears the CE mark accordance with following directives: • Electromagnetic Compatibility Directive 2014/30/EU • Low Voltage Directive 2014/35/EU • RoHS Directive 2011/65/EU

Network	
Ethernet	RJ-45 (10/100Base-T)
Protocols	IPv4, HTTP, RTSP/RTP/RTCP, TCP/UDP, 802&1x
Interoperability	ONVIF, CGI
Streaming Method	Unicast
Max. User Access	10 Users
Edge Storage	Local PC for setup Mirco SD cards
Web Viewer	<Edge, Chrome, Mozilla
Web Language	English

ATTACHMENT “K”

ADDENDA



Addendum No. 1

To: All Plan Holders

From: Spencer Cooper

Date: May 12, 2025

**RE: 2024 PAYGO Resurfacing Commission District 3 – Part 1 – City of Mobile
Project No. 2025-3005-03**

The plans and specifications are hereby revised as follows:

1. Minutes from the May 07, 2025 mandatory pre-bid meeting are included with this addendum. Items highlighted in orange indicate revisions made to the meeting agenda.
2. A copy of the sign-in sheet from the May 07, 2025 mandatory pre-bid meeting is included with this addendum.
3. Changes to the Contract Documents. This is not intended to be an exhaustive list of all changes to the contract. Contractor shall review updated contract in its entirety.:
 - a. ITEM VII – Insurance, Section A: Added “All certificates/endorsements shall be reviewed and deemed acceptable by the City’s Risk-Management Office prior to any work.”
 - b. ITEM VIII – Special Provisions, Section 4: Added “Failure to meet the committed DBE percentage without documented good-faith effort shall constitute a material breach and may result in withholding of retainage or future bid disqualification.”
 - c. ITEM IX – Articles of Agreement, Section 1: Changed to “**THIS AGREEMENT** is made and entered into by and between the **CITY OF MOBILE, ALABAMA** (hereinafter “CITY”), acting by and through its MAYOR and CITY COUNCIL, and _____ (hereinafter “CONTRACTOR”), and shall be effective as of the date of this Agreement is last signed by all parties hereto (the “Effective Date”).”
 - d. Currux Vision AI-Based Detection and Actuation System added to Attachment “I” – Material Specifications.
4. A revised version of the contract document is attached herein. The header indicates “Revised per Addendum No. 1”. All bidders are required to submit their bid on the revised version of the contract document. The original version may be discarded and will not be required to be submitted with their bid.
5. Failure to submit the entire bid package, including full copies of all addenda, shall render the bidder non-responsive.

All bidders on this project are advised to email a signed copy of this sheet to the office of Thompson Engineering Inc. (scooper@thompsonengineering.com) prior to Tuesday, May 13, 2025, at 12:00 PM.

Alabama | Florida | Georgia | Louisiana | Mississippi | North Carolina | Tennessee | Texas

2970 Cottage Hill Road, Suite 190, Mobile, AL 36606
thompsonengineering.com | 251.666-2443

A copy of the entire addendum (all 125 pages) must be submitted.

If you have any questions regarding this addendum, please contact our office.

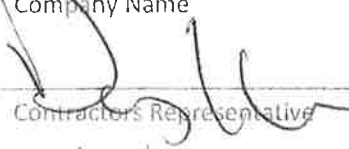
Sincerely,
Thompson Engineering, Inc.



Spencer Cooper, PE
Project Engineer

SIGNED:

HARWELL + COMPANY, LLC
Company Name



Contractors Representative

5/14/2024
Date

thompson
ENGINEERING



Mandatory Pre-Bid Meeting **Minutes**

Date: May 07, 2025

RE: **2024 PAYGO Resurfacing Commission District 3 – Part 1 – City of Mobile**
Project No. 2025-3005-03

Meeting Location

City of Mobile Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza,
205 Government Street, Mobile, Alabama 36602

Introductions

1. City of Mobile
2. Thompson Engineering
3. Attendees – See attached Sign in Sheet

General

1. This is a mandatory pre-bid meeting for Project No. 2025-3005-03 – 2024 PAYGO Resurfacing Commission District 3 – Part 1.
2. Plans may be obtained from the office of Thompson Engineering for a deposit of \$200 or an electronic copy may be obtained via email.
3. All questions must be presented in writing via email (scooper@thompsonengineering.com) prior to May 9, 2025, at 12:00 PM CDT. Thompson will coordinate with the City of Mobile prior to responding via Addendum.
4. Any Contractor that desires to bid as a prime contractor must have at least one of the following **MAJOR** classifications of license per Section 230-X-1-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code:
 - a) **Highways and Streets**
 - b) **Municipal and Utility**
5. Engineer's estimate is between \$2,900,000 and \$3,500,000.
6. Contractor must submit **ALL** pages of the bid package. Failure to do so will render the bidder non-responsive.
7. One hundred fifty (150) working days are allowed for the construction of the project.
8. All problems or issues should be directed to the Engineer (scooper@thompsonengineering.com or mrogers@thompsonengineering.com). The Engineer will coordinate with the City of Mobile on all technical matters.

Alabama | Florida | Georgia | Louisiana | Mississippi | North Carolina | Tennessee | Texas

2970 Cottage Hill Road, Suite 190, Mobile, AL 36606
thompsonengineering.com | 251.666-2443

Clarifications

1. On sheets 4-18, the legend should read “Full **WIDTH** mill and overlay” instead of “Full **DEPTH** mill and overlay”.
2. Tree removal in Skyland Park will be paid per Each and not as a subsidiary obligation of item 600A-000 as stated in note 24 on sheet 2.
 - a) Urban forestry has scheduled a contractor to remove these trees. This is a contingency item in the case that the trees have not been removed prior to work commencing in this area.

Project Summary

1. This project is located in District 3 of Mobile County and includes the following streets:
 - a) Grelot Rd
 - b) Skyland Park subdivision
 - c) Three Notch Rd
 - d) Old Pascagoula Rd
 - e) Tillmans Corner PKWY
 - f) Willis Rd
 - g) Sermon Rd
 - h) Larue Steiner Rd
 - i) I-10 Industrial PKWY
2. The scope of work generally includes the following:
 - a) Full width mill & overlay
 - b) Patching
 - c) Panoramic camera traffic systems at major intersections (4) – coordinate with Traffic Engineering
 - i) Grelot Rd @ Cody Rd
 - ii) Grelot Rd @ Schillinger Rd
 - iii) Grelot Rd @ Leroy Stevens Rd
 - iv) Three Notch Rd @ Old Pascagoula Rd
 - d) Repair/replacement of inlets and curb & gutter
 - e) Traffic stripe, markings, legends, and pavement markers

Items of note

1. Contractor not to disturb asphalt and/or loops placed as part of US-90 resurfacing.
2. Permanent striping and markings shall be placed no later than 45 days after paving is completed in each area. This includes the 14-day curing period.
3. Temporary traffic stripe shall be reflective.
4. Contractor shall cease operations on Grelot Rd, Three Notch Rd, and Old Pascagoula Rd between the hours of 6:30 am to 8:30 am and ~~4:30~~ 4:00 pm to 8:30 pm, Monday-Friday.
5. Traffic control plans shall be submitted by the Contractor and approved by the City prior to beginning work on Grelot Rd and any roads abutting US-90.
6. If any base is exposed during milling operations, Contractor is to cease milling and contact the Engineer (scooper@thompsonengineering.com or mrogers@thompsonengineering.com).

Small Business Development

1. DBE utilization report needs to be included with invoices.

Traffic Engineering

1. Submit site specific traffic control plans at least 2 days prior to beginning work (ladnerb@cityofmobile.org).
2. Coordinate panoramic camera installation and associated traffic control with Adam Spence (adam.spence@cityofmobile.org).
3. Contact nearby schools that may be affected prior to beginning work.
4. Traffic Engineering phone number: (251) 208-2960

Important Dates

1. May 05, 2025 @ 10:00 a.m. – Pre-bid Meeting
2. May 09, 2025 @ 12:00 p.m. – Deadline for Questions
3. May 14, 2025 @ 02:30 p.m. – Bid Opening

Questions:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.



City of Mobile
2024 PAYGO Resurfacing Commission District 3 - Part 1
Project No.: 2025-3005-03
TE Project No.: 24-1101-0170
Mandatory Pre-Bid Meeting 05/07/2025 @ 10:00 am



No.	Contact Name	Company Name	Prime	Sub	Contact Information
1	James Perry	Thompson Engineering	N/A	N/A	Phone: 251-583-7963 Email: jerry@thompsonengineering.com
2	Anthony D. Smith	ADH	N/A	N/A	Phone: 251-583-7963 Email: anthonydsmith@thompsoneng.com
3	BUTCH LANDRER	CON Traffic Extensions	N/A	N/A	Phone: 251-583-7963 Email: LANDRER@CITYOFMOBILE.ORG
4	MARZ A. HOUTT	HCI CONTRACTORS LLC	✓		Phone: 251-459-9475 Email: MARZ@HCCONTRACTORSLLC.COM
5	Coby Ramanauskas	APAC - Alabama	✓		Phone: 251-459-9475 Email: Coby.ramanauskas@apac.com
6	DANIELS, YORL	ANOTHER CHANCE HEAVEN			Phone: 251-545-9573 Email: 251-709-0017
7	DALE BYRD	HARWELL & CO.	✓		Phone: 251-709-0017 Email: DEAN@HARWELLANDCOMPANY.COM
8	Jennings Clayton	McElhenney Construction	✓		Phone: 251-654-8579 Email: jennings@mcclhenneyconst.com
9	Arden Armington	Armington Sub & Extension	✓		Phone: 251-583-0766 Email: arma@armingtoninc.net
10	Noel Berry	COM			Phone: 251-308-7630 Email: noelberry@cityofmobile.org
11	Spencer Cooper	Thompson Engineering			Phone: 251-583-7963 Email: scooper@thompsonengineering.com
12					Phone: 251-583-7963 Email: 251-583-7963
13					Phone: 251-583-7963 Email: 251-583-7963
14					Phone: 251-583-7963 Email: 251-583-7963
15					Phone: 251-583-7963 Email: 251-583-7963



Addendum No. 2

To: All Plan Holders

From: Spencer Cooper

Date: May 13, 2025

RE: **2024 PAYGO Resurfacing Commission District 3 – Part 1 – City of Mobile**
Project No. 2025-3005-03

The plans and specifications are hereby revised as follows:

1. Page 14 of the bid form has been revised and is attached herein. The header indicates "Revised per Addendum No. 2". The descriptions for pay items 701A, 701B, 701C, 703A, 703B, and 703D have been revised.
2. A revised Summary of Quantities sheet will be provided with the Issued for Construction plan set.
3. Bidders shall submit the revised Contract Document provided by Addendum No. 1 with the revised Bid Forms provided by Addendum No. 2. Failure to submit the entire bid package, including full copies of all addenda, shall render the bidder non-responsive. As noted in Addendum No. 1, the original version of the contract document may be discarded and will not be required to be submitted with your bid.

All bidders on this project are advised to email a signed copy of this sheet to the office of Thompson Engineering Inc. (scooper@thompsonengineering.com) prior to Wednesday, May 14, 2025, at 12:00 PM.

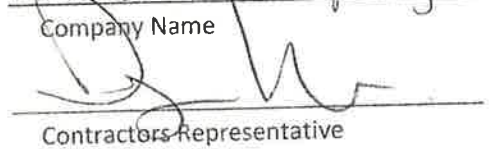
A copy of the entire addendum (all 2 pages) must be submitted.

If you have any questions regarding this addendum, please contact our office.

Sincerely,
Thompson Engineering, Inc.


Spencer Cooper, PE
Project Engineer

SIGNED:

HARWELL & COMPANY, LLC
Company Name

Contractors Representative
5/14/2025
Date

Alabama | Florida | Georgia | Louisiana | Mississippi | North Carolina | Tennessee | Texas

2970 Cottage Hill Road, Suite 190, Mobile, AL 36606
thompsonengineering.com | 251.666-2443



CAPITAL CONTRACT SUMMARY SHEET

To appropriate \$7,700,000 in the Capital Improvement Fund (2000) to Capital Project #C1035
Animal Shelter



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Added on 6/27 per Chief Barber by phone. Per Cherlina & Barber, I approved on their behalf.

Amount of Contract:

N/A

Funding Source

Capital Improvements Fund (Fund 2000)

ATTACHMENTS:

1. RESOLUTION-CAPITAL TRANSFER to 1 Project

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$7,700,000.00 be appropriated in the Capital Improvement Fund (Fund 2000) to Capital Project #C1035 Animal Shelter.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

Alabama Municipal Government Capital (Fund 2010)



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Added on 6/27 per Chief Barber by phone. Per Cherlina & Barber, I approved on their behalf.

Amount of Contract:

N/A

Funding Source

Alabama Municipal Government Capital (Fund 2010)

ATTACHMENTS:

1. RESOLUTION_FUND_AI Muni Government Fund Allocation

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$2,300,000 be appropriated in the Municipal Government Capital Improvement Fund (Fund 2010) to Capital Project #C1035 Animal Shelter.

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

To transfer \$1,500,000 from General Fund Operating (Fund 1000) to Capital Improvement Fund (2000) Capital Project #C0855 Boys & Girls Clb, Comm Ctr, Food Pantry



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Added on 6/27 per Chief Barber by phone. Per Cherlina & Barber, I approved on their behalf.

Amount of Contract:

To transfer \$1,500,000 from General Fund Operating (Fund 1000) to Capital Improvement Fund (2000) Capital Project #C0855 Boys & Girls Clb, Comm Ctr, Food Pantry

Funding Source

General Fund Operating

ATTACHMENTS:

1. RESOLUTION_-_From_General_Fund Operating DIP Community Center

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,500,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from General Fund Operating (Fund 1000) to Capital Project #C0855 Boys & Girls Clb, Comm Ctr, Food Pa in the Capital Improvement Fund (Fund 2000); and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the name of Capital Project #C0855 Boys & Girls Clb, Comm Ctr, Food Pa be changed to C0855 D.I.P. Community Center.

ADOPTED:

CITY CLERK

TABLE OF CONTENTS

Chapter 63 – Wrecker Services and Wrecker Selection Lists

Article I. General

- 63-1 Findings
- 63-2 Scope and Purpose
- 63-3 Jurisdiction
- 63-4 Administration and Enforcement
- 63-5 Definitions

Article II: General Towing Operations

- 63-6 General Wrecker Operations
- 63-7 Insurance Requirements
- 63-8 Towing of Vehicles from city streets
- 63-9 Wreckers declared not to be emergency vehicles
- 63-10 Authority at scene
- 63-11 Removal of vehicle from accident scene
- 63-12 Unauthorized presence of wrecker at accident scene
- 63-13 Trespass Tow
- 63-14 Repossession

Article III: Requirements to Participate on City's Wrecker Selection List; Wrecker Permit

- 63-15 City Wrecker List
- 63-16 Wrecker Permit
- 63-17 Facilities
- 63-18 Wrecker selection list participation
- 63-19 Application for Wrecker Permits
- 63-20 Standards for Issuance of Permit
- 63-21 Assumption of Liability
- 63-22 Certification of Availability
- 63-23 When Issued
- 63-24 Permit not franchise
- 63-25 Companies removed from police jurisdiction due to a change in jurisdiction limits
- 63-26 Monthly Report
- 63-27 Right to inspect

Article IV: City Wrecker Selection List – Procedures; Fees; Records

- 63-28 Accident scenes; police emergencies
- 63-29 Impoundments; abandoned vehicles
- 63-30 Closest Wrecker Company

- 63-31 Department operations; procedures upon receiving request
- 63-32 Wrecker List; wrecker company and operator response
- 63-33 Wrecker company listed only once
- 63-34 Response with own wreckers
- 63-35 Response while impaired prohibited
- 63-36 Restriction for conviction of crimes
- 63-37 Reflective wear required
- 63-38 Removal of glass, debris, etc.
- 63-39 Fees, Rates, and Charges
- 63-40 Records

Article V: Enforcement and Penalties

- 63-41 General Violations
- 63-42 Kickbacks for business
- 63-43 Wrecker selection list violations
- 63-44 Penalties
- 63-45 Enhanced penalties

Article VI: Hazardous Materials Requirements

- 63-46 Emergency response guidebook
- 63-47 Up righting tanker vehicle
- 63-48 Hazardous materials incident procedures

Article VII: Miscellaneous

- 63-49 Severability
- 63-50 General repealer
- 63-51 Effective date and jurisdiction

AN ORDINANCE TO DELETE AND RESTATE CHAPTER 63 OF THE MOBILE, ALABAMA CODE OF ORDINANCES TO ESTABLISH PARTICIPATION ON THE CITY OF MOBILE WRECKER ROTATION LIST AND REQUIREMENTS FOR WRECKER SERVICES.

Sponsored by: William S. Stimpson, Mayor

WHEREAS the City of Mobile, by and through its City Council, has heretofore adopted the “Wrecker Service” ordinance currently published in Chapter 63 of the City Code; and

WHEREAS the City of Mobile now intends to delete the existing Chapter 63 and restate Chapter 63 in its entirety in order to clarify certain rules and regulations concerning wrecker operations, including requirements for participation on and procedures pertaining to the City-maintained wrecker rotation list; and

WHEREAS these amendments are necessary to ensure the City’s public safety needs are met efficiently and that its citizens access to and cost to retrieve towed vehicles is reasonable and fair when using private, for-profit wrecker companies to respond to traffic hazards; and

WHEREAS amendments are also being made to increase the rates paid to wrecker companies for services performed in response to a Wrecker Rotation List dispatch and to clarify the penalties and procedures for violations of certain wrecker rotation list procedures; and

WHEREAS the City Council finds that this ordinance is necessary to perform essential minimum functions of the Council; and

WHEREAS, pursuant to Ala. Code § 11-45-1, municipalities may adopt ordinances and resolutions not inconsistent with state law “to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort and convenience of the inhabitants of the municipality,” and enforce obedience to such ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that Chapter 63 of the Mobile, Alabama, Code of Ordinances is hereby deleted and restated in its entirety as follows:

Chapter 63 – Wrecker Services and Wrecker Selection Lists

Article I. General

Sec. 63-1. Findings.

- 1) The presence of wreckage, disabled and abandoned vehicles, illegally parked vehicles, vehicles involved in crimes, and other vehicles on the public rights of way pose hazards to the traveling public and threaten public safety.
- 2) Regulations governing the removal and storage of these vehicles by properly equipped and licensed wrecker companies are necessary to protect public safety.

Sec. 63-2. Scope and Purpose

This chapter establishes and provides for:

- 1) General rules and regulations related to the operation of wreckers, wrecker business, wrecker companies;
- 2) Establishes the City’s single Wrecker Selection List for non-consensual dispatch.
- 3) Rules and regulations related to nonconsensual tows;
- 4) Reasonable towing rates for wreckers who are eligible to participate in the City’s wrecker rotation list;
- 5) Fair and honest practices in the nonconsensual towing business to protect consumers and the public at large; and
- 6) Such other regulations that promote public health, safety, and welfare.

Sec. 63-3. Jurisdiction.

This chapter shall apply to all towing companies operating within the corporate limits and the police jurisdiction of the city.

Sec. 63-4. Administration and Enforcement.

The Chief of Police of the Mobile Police Department, or his or her designee, shall be responsible for the administration and enforcement of this chapter.

Sec. 63-5. Definitions

In addition to the definitions and rules of construction set forth in Sec. 1-2 of the City Code, the following words and their derivations shall have the meaning set forth in this section.

Abandoned vehicle shall mean any vehicle left on the wrecker company's premises for more than 30 days.

Air Lifting Bags shall mean specialized air bags used during a recovery to lift a vehicle.

Closest wrecker shall mean the wrecker company on the wrecker selection list whose place of business (as defined below) is closest in actual driving distance to the vehicle being towed as determined by the Computer Aided Dispatch (CAD) system.

Department shall mean the Mobile Police Department.

Disabled motor vehicle is any vehicle which has lost its ability of self-propulsion or its ability to be transported or drawn on a public street by normal methods other than by a wrecker.

Fire department emergency incident commander is the high-ranking fire department official who is in charge of hazardous material incidents and other emergency situations which may arise while executing the mission of the fire department, duties include but are not limited to the following: management decisions related to personnel, equipment, procedures, etc. at the scene of any emergency incident.

Fire extinguisher shall mean a portable device used for extinguishing fires as defined by the National Board of Fire Underwriters, dry chemical extinguisher with a 20-B.C. rating and underwriters' laboratory approval in a quick release carrier which is capable of extinguisher fires.

Hazardous material shall mean a substance or material, including a hazardous substance, which has been determined by the secretary of transportation, or other state or federal agency, to be capable of posing an unreasonable risk to health, safety and property when transported to commerce, and which has been so designated, including any residue, vapors and fumes from such substance.

Hazardous Material Wreckers shall be classified as those wreckers which have had an advanced level of hazardous materials training which exceeds the "Awareness level" of training and which have been certified by DOT/Interstate Commerce as a hazardous materials handler along with possessing at all relevant times the special insurance rider required by federal law in order to handle hazardous materials.

Heavy Duty Large wreckers (Class C) shall mean any wrecker designed to tow vehicles in excess of twenty-nine thousand (29,000) pounds (large trucks, road tractor/trailers and similar vehicles), and meets this chapter's minimum requirements;

Impoundment shall mean the removal from the streets, sidewalks, alleys or other public places in the city or its police jurisdiction, any vehicle left thereon in violation of any municipal traffic or parking law or ordinance pursuant to Section 61-101 through 61-107 of the City Code.

Light / Regular Duty Wrecker (Class A) shall mean any wrecker designed to tow vehicles weighing ten thousand (10,000) pounds or less, (passenger cars, pickup trucks, motorcycles, small trailers, and similar vehicles and meets this Chapter's minimum requirements.

Medium Duty Wrecker (Class B) shall mean any wrecker designed to tow vehicles weighing between ten thousand (10,000) pounds and twenty-nine thousand (29,000) pounds or multiple vehicles weighing ten thousand (10,000) pounds respectively (medium-sized trucks, road tractors/trailers and similar vehicles) and meets this Chapter's minimum requirements.

Motor vehicle shall mean every vehicle which is self-propelled.

Nonconsensual tow shall mean any act of towing a vehicle without the prior consent or authorization of the owner or operator of the motor vehicle being towed.

Owner is any person who holds a legal title to a motor vehicle or who has the legal right of possession thereof.

Person is any individual, firm, partnership or association, corporation, company or organization, or any legal entity of any kind.

Place of business shall mean the place where the wrecker company conducts business and is licensed pursuant to the City's business licensing requirements found within City Code Secs. 34-41 through 64.

Righting or uprighting shall mean restoring a vehicle, trailer, or other equipment to a normal or upright position.

Rotator means a wrecker/recovery vehicle consisting of a rotating superstructure (center post or turntable), adjusting booms, operating machinery, and one or more operator's stations mounted on a frame attached to a truck chassis. Such vehicle has the ability to lift, lower and swing loads at various radii.

Scene shall mean the site of an accident, traffic emergency, hazard or such other obstruction caused by a disabled or abandoned motor vehicle.

Skilled laborers are those individuals who possess specialized skills gained either by experience, education, or training, over and above the minimum skills necessary to perform the services or duties of this chapter.

Standard / Light Duty Wrecker see "Light / Regular Duty Wrecker (Class A)."

Street is a thoroughfare including public streets, lanes, alleys, etc. within the city and its police jurisdiction which is reserved for vehicle traffic.

Traffic hazard is any disabled vehicle, attended or unattended, which obstructs the normal movement of traffic on any public street or otherwise threatens public safety.

Trespass tow means the towing or removal of a motor vehicle from private property without the consent of the motor vehicle's owner or operator as allowed by Sec. 61-268 of the Mobile City Code.

Unskilled laborers are individuals who possess little or no special training or experience in the field for which he or she is being paid to perform work related services pursuant to the terms of this chapter.

Vehicle shall mean every device in or by which a person or property is or may be transported or drawn upon a public street, except devices moved only by human power, or used exclusively upon stationary rails or tracks, and shall include trailers and semitrailers.

Vehicular accident is any incident involving contact between a vehicle and any other object or vehicle which results in disabling damage to any vehicle requiring the service of a wrecker.

Winching shall mean the removal of a vehicle, trailer, or other piece of equipment from a location inaccessible to a wrecker to a location where the object of removal may be safely secured and towed by a wrecker. (Not to be included in uprighting vehicles)

Wrecker shall mean any motor vehicle used for the purpose of towing or removing motor vehicles from one location to another location, for any purpose, including large wreckers and rotator wreckers.

Wrecker business shall mean the act of towing or removing motor vehicles from one location to another location, for any reason, where either the beginning or ending location is within the city or its police jurisdiction. This definition shall not include situations whereby a business owns or leases wreckers for the sole purpose of towing other vehicles owned or leased by the business.

Wrecker company shall mean any individual, corporation or entity engaged in the wrecker business.

Wrecker operator is any person who drives or otherwise uses a wrecker for wrecker business as defined herein.

Wrecker Selection list means a sequential list, as maintained by the department, of those wrecker companies qualified and authorized pursuant to the provisions of this chapter to receive and respond to calls from the department, when the vehicle owner/operator has not or cannot express a preference or consent for such services from a specific operator or towing company. The wrecker selection list may also be used, at the city's discretion, for wrecker services in regard to impoundments or when other public safety needs warrant the use of a wrecker.

Article II: General Towing Operations

Sec. 63-6. General Wrecker Operations.

No wrecker company shall engage in the wrecker business or operate wreckers on the city streets within the city without first obtaining a business license pursuant to Sec. 34-47 of the City of Mobile Code of Ordinances.

Sec. 63-7. Insurance Requirements.

A. Risks and Limits of Liability. Every person engaged in the wrecker business, and every wrecker company or wrecker operator, must provide proof of the following insurance coverages upon issuance or renewal of their City of Mobile business license and at any time demanded by the Department:

- 1) **General Liability Insurance.** Commercial General Liability Insurance, including coverage for bodily injury, property damage, personal injury, death, and products/completed operations, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 2) **Automobile or Garage Liability Insurance.** Shall maintain **either**:
 - a. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence, and including a minimum of One Hundred Thousand Dollars (\$100,000) On-Hook Coverage; **or**
 - b. **Garage Liability Insurance** covering garage operations (premises and operations) and providing coverage for liability arising out of the ownership, maintenance or use of vehicles (on or off premises), with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence, including a minimum of One Hundred Thousand Dollars (\$100,000) On-Hook Coverage, and endorsed with an MCS-90 endorsement (to satisfy any federal motor carrier financial responsibility requirements).

No separate Automobile Liability policy shall be required so long as Operator maintains the Garage Liability policy specified in clause 2.b above, which shall be deemed to satisfy the requirements of clause 2.a.

- 3) **Garage Keepers Legal Liability** (required only if the wrecker company is storing towed vehicles on its business premises), covering perils of fire and explosion, theft of an entire vehicle, riot and civil commotion, vandalism and malicious mischief to customers' vehicles, in an amount not less than One Hundred Thousand Dollars (\$100,000) per vehicle.
- 4) **Workers' Compensation.** Workers' Compensation coverage as prescribed by the laws of the State of Alabama.

B. Evidence of Insurance, Maintenance of Policies and Other Requirements. All Certificates of Insurance evidencing the aforementioned types and limits of insurance shall be properly executed by an authorized representative of an insurer authorized to do business in the State of Alabama. The policyholder shall not cancel, reduce coverage, or alter any required insurance without

thirty (30) days' prior written notice to the City of Mobile. If the policyholder receives notice of non-payment of premium or cancellation of the policy by the insurer, the policyholder shall immediately give written notice of same to the City of Mobile.

C. Insurance Coverage—Ongoing Obligations. For any issuance, extensions or renewals, Operators shall maintain insurance in accordance with these requirements. Prior to beginning performance under this Chapter, upon the Police Chief's request (or designee), and each time coverage is renewed or updated, Operators shall furnish the City of Mobile **and the Traffic Safety Unit** with current Certificates of Insurance, endorsements, policy declarations pages, or other policy documents evidencing adequate coverage. Operators shall be responsible for and pay (1) all premiums, and (2) any claims or losses to the extent of any deductible amounts. Operators waive any claim for reimbursement of premiums or deductibles against the City, its officers, agents, or employees.

D. Additional Insured, Primary/Non-Contributory and Waiver of Subrogation. The City of Mobile shall be named as an Additional Insured on all policies (except Workers' Compensation) on a primary, non-contributory basis and shall enjoy the same coverage as the named insured. Operators waive any right of subrogation against the City, its officers, agents, and employees, and each policy must contain a waiver of subrogation endorsement in favor of the City. All Certificates of Insurance shall be accompanied by endorsements for:

Additional Insured – Primary and Non-Contributory coverage (General Liability and Automobile or Garage Liability policies); Waiver of Subrogation (General Liability, Automobile or Garage Liability, and Workers' Compensation); and Thirty-Day Notice of Cancellation in favor of the City and the Traffic Safety Unit.

E. Notice of Cancellation or Non-Renewal. Operators shall give thirty (30) days' advance written notice if any required insurance policy is canceled or non-renewed. Within that period, Operators must procure replacement coverage to maintain uninterrupted compliance. In addition to any other provided penalties, failure to comply authorizes the City of Mobile to immediately suspend participant from Wrecker Selection List.

Certificate of Insurance and renewals shall be provided to the City (Certificate Holders) as follows:

City of Mobile
Post Office Box 1827
Mobile, AL 36633

Mandatory Copy to:

City of Mobile
Traffic Safety Unit
Wrecker Inspection Officer
850 Virginia Street
Mobile, AL 36603

Sec. 63-8. Towing of Vehicles from city streets.

No person, wrecker company, agent or employee of a wrecker company, or wrecker operator, shall tow or cause a vehicle parked or left on a city street without either:

- 1) The prior consent or authorization of the owner, an agent of the owner, or operator of the vehicle to be towed;
- 2) There having been first issued a ticket or citation for violation of any traffic law, parking law, or ordinance by a city police officer and authorization from a city police officer for the vehicle to be towed to the city impound lot; or
- 3) By order of a city police officer or fire department incident commander when authorized under chapter 61 of the City Code or when necessary for the public health, safety, welfare, or order.
- 4) Vehicles towed from city streets by authorization from a city police officer after issuance of a ticket or citation, or by order of a city police officer or fire department emergency incident commander when necessary for public health, safety, welfare, or order, shall be towed to the city impound lot.

Sec. 63-9. Wreckers declared not to be emergency vehicles.

It is hereby declared and determined that wreckers and large wreckers are not emergency vehicles within the provisions of the traffic code of the city. Wreckers and large wreckers shall comply with all laws and ordinances relating to motor vehicles.

Sec. 63-10. Authority at scene.

The authority at the scene shall be the police officer or the fire department emergency incident commander. The authority shall have the ultimate authority to direct all activities concerning the removal of vehicles and any clean-up activities, including requesting additional assistance, or canceling unneeded wreckers, vehicles, or other matter deemed necessary to protect public safety and welfare.

Sec. 63-11. Removal of vehicle from accident scene.

Any police officer at the scene of an accident may direct the wrecker to a designated location for any lawful purpose. When so directed by an officer, the city will be responsible for payment of the towing fee.

Sec. 63-12. Unauthorized presence of wrecker at accident scene.

No wrecker shall proceed to the scene of a vehicular accident or disabled vehicle on the streets of the city without first being requested to do so by the police department, or the owner or person in charge of the vehicle. No person shall solicit wrecker business in any manner for a wrecker company at the scene of a vehicular accident or disabled vehicle, on the streets of the city. The unauthorized presence of any wrecker parked on any public street or highway in the city at or near the scene of any accident, collision, or disabled vehicle shall be prima facie evidence of a solicitation in violation of this section.

Sec. 63-13. Trespass Tow.

Any wrecker company performing a trespass tow authorized by the City Code Sec. 61-268 of the Mobile City Code of Ordinances (parking vehicle on private property after warning) shall notify the police communications center within 30 minutes of conducting the tow and provide the following information: the vehicle identification number, the make, model, year, color and tag number of the vehicle, the name of the person requesting the tow, the property location from which the vehicle was removed and the location to which the vehicle is moved.

Sec. 63-14. Repossession.

Any wrecker company performing a tow on behalf of a repossession agency shall, prior to repossession, notify the police communications center and give the vehicle identification number along with the make, model, year, color and tag number of the vehicle, the name of the person requesting the tow, the property location from which the vehicle was removed and the location to which the vehicle is moved.

Article III: Requirements to Participate in City's Wrecker Selection List; Wrecker Permit

Sec. 63-15. City Wrecker Selection List.

The City shall maintain one Wrecker Selection List of all qualified wrecker companies, with each entry classified by truck class:

- 1) Class A (Light Duty);
- 2) Class B (Medium Duty); and
- 3) Class C (Heavy Duty).

Dispatch for a requested class shall be made to the closest available wrecker on this single list.

A wrecker company may dispatch either a conventional or rollback wrecker in response to a rotation call unless the wrecker company is advised by the department that a particular wrecker is needed due to the existing circumstances on the scene.

Sec. 63-16. Wrecker Permit.

No wrecker company shall participate in the Wrecker Selection list without undergoing a vehicle inspection, submitting an application for a Wrecker Permit for each wrecker to be operated, and providing proof of insurance with applicable policy limits in accordance with section 63-7 of this chapter. The requirement for a permit hereinabove described is a requirement separate and apart from, and in addition to, any county or municipal requirements for a business license. The required wrecker permit is a regulatory permit and not a revenue license.

A wrecker company must show that it has been in business, operating in the corporate limits or police jurisdiction of Mobile for a minimum of three (3) consecutive years before it will be eligible to apply for a permit to operate on the City of Mobile Wrecker Selection list.

Sec. 63-17. Facilities

Each operator shall maintain sufficient space to accommodate the storage of all vehicles resulting from wrecker rotation lists tows.

- 1) Storage of all towed vehicles shall be at the operator's place of business from which the wrecker was dispatched, **except** that vehicles removed by Class C (Heavy-Duty) wreckers may be stored at a separate, permit-approved facility.
- 2) The storage lots shall be **well-lit** with at least one foot-candle of illumination at ground level and enclosed by a locked gate. Each wrecker company must place on the exterior of its business location a clearly visible sign indicating the company name, telephone number and business hours.
- 3) At least one person must be present at the business from 8 am to 5 pm Monday through Friday (excluding state or federal holidays) to conduct business with customers or department members. The employee may leave the place of business for one hour during the time of 11:00 am to 1:00 pm for lunch provided there is a sign indicating the return time to the business.
- 4) Vehicle owners may reclaim belongings from a car stored at the wrecker operator's storage facility during business hours without being required to pay any outstanding fees or charges that have accrued pursuant to Sec. 63-39 of this Chapter.

Sec. 63-18. Wrecker selection list participation

All wreckers on the wrecker selection list must have a current wrecker permit. Participation in the wrecker selection list shall be exclusively assigned to the wrecker company holding the wrecker permit thereof and shall constitute authorization only to that definite legal entity operating a bona fide wrecker service and shall not be subject to transfer, nor shall the company sublet, assign or permit participation by another in any manner of company's equipment, wreckers or name on the selection list. Participation on the wrecker selection list shall not constitute a property interest but rather is a mere license.

In addition to a permit and an approved business license, the wrecker company seeking to be included on the wrecker rotation list in accordance with this Chapter shall:

- 1) Maintain business hours from 8 am – 5 pm, Monday through Friday at this location; and
- 2) Have an employee present from 8 am – 5 pm, Monday through Friday at this location; and
- 3) Answer phone calls and dispatch wreckers from this location; and,
- 4) Store vehicles associated with their wrecker business at this location.
- 5) With exception of the Heavy Duty (Class C) or Medium Duty (Class B) wreckers, the location of the business must be located within the corporate limits of the City of Mobile.

Sec. 63-19. Application for Wrecker Permits.

Applications for wrecker permits shall be submitted to the department on such forms as may, from time to time, be developed for that purpose, and made publicly available.

Sec. 63-20. Standards for Issuance of Permit.

Each wrecker company seeking a Wrecker Permit shall comply with the following equipment requirements. This equipment will be inspected by the department annually to ensure compliance with the minimum standards.

- 1) **Light / Regular Duty (Class A) Wrecker** - Capable of towing vehicles weighing ten thousand (10,000) pounds or less, (passenger cars, pickup trucks, motorcycles, small trailers, and similar vehicles) shall meet the following minimum requirements:
 - a. **Conventional Wrecker** –

- i. A minimum gross vehicle weight rating (GVWR) of not less than fourteen thousand five hundred (14,500) pounds.
- ii. Factory recommended, three-quarter-ton capacity dual wheels. Dummy dual wheels are prohibited.
- iii. Individual boom capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer.
- iv. Individual PTO or hydraulic power winch capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer with a least one hundred (100) feet of three-eighths (3/8) inch cable.
- v. A manufactured wheel-lift with a retracting lifting capacity of not less than three thousand five hundred (3,500) pounds as rated by the manufacturer, with safety chains.
- vi. Dual rear wheels
- vii. A brake lock device.
- viii. Tow Dolly
- ix. Additional safety equipment as specified by the regulations.
- x. Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- xi. A rubber cradle or cradles attached to the wrecker in order to prevent any vehicle being hauled or towed from being further damaged by coasting, rocking, swinging, or slamming into the wrecker or any part thereof. (Required only for sling lift wreckers)
- xii. Tow bars, safety chains, a fire extinguisher mounted in an accessible location, wrecking bars, minimum of three (3) reflective triangles or flares, brooms, shovel, and an axe. There shall be further proof furnished that the wrecker company has one (1) dolly available for its wreckers when and if necessary.
- xiii. A flashing warning amber light shall be affixed above the top of the cabin or upper most elevated portion of the equipment of the wrecker. Sirens are prohibited. The flashing lighting shall only be used when loading and unloading vehicles to be towed. No flashing warning lighting is to be used during transit.
- xiv. The name, address and telephone number of the wrecker company permanently affixed and displayed in letters clearly visible from one hundred (100) feet on both sides. The letters for the name shall be at least four (4) inches high and letters for the address and telephone numbers shall be at least two (2) inches high.
- xv. Nothing on vehicles, building, equipment, clothing, or correspondence implying any official relationship between the wrecker company and any law enforcement agency.
- xvi. Clearance and marker lights and all other equipment as required by law.
- xvii. Dual rear adjustable floodlights with minimum of twenty thousand (20,000) candlepower each. The floodlights may be used when loading and unloading vehicles to be towed. No flashing warning lighting is to be used during transit.
- xviii. When using a sling or self-loading wheel lift a remote tow light shall be affixed to the rear portion of the towed vehicle making the brake/taillights visible to other traffic.
- xix. A minimum of a 40lb bag of oil dry.

b. Rollback Wrecker –

- i. A minimum gross vehicle weight rating (GVWR) of not less than fourteen thousand five hundred (14,500) pounds.
- ii. Must have at least an eight thousand (8,000) pound winch as rated by the manufacturer with at least fifty (50) feet of three-eighths (3/8) inch cable or larger.
- iii. A brake lock device.
- iv. A minimum of two safety tie down chains.
- v. Additional safety equipment as specified by the regulations.
- vi. Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- vii. Tow bars, safety chains, a fire extinguisher mounted in an accessible location, wrecking bars, minimum of three (3) reflective triangles or flares, brooms, shovel, and an axe. There shall be further proof furnished that the wrecker company has one (1) dolly available for its wreckers when and if necessary.

- viii. A flashing warning amber light shall be affixed above the top of the cabin or upper most elevated portion of the equipment of the wrecker; however, sirens are prohibited. The flashing lighting shall only be used when loading and unloading vehicles to be towed. No flashing warning lighting is to be used during transit.
- ix. The name, address and telephone number of the wrecker company permanently affixed and displayed in letters clearly visible from one hundred (100) feet on both sides. The letters for the name shall be at least four (4) inches high and letters for the address and telephone numbers shall be at least two (2) inches high.
- x. Nothing on vehicles, building, equipment, clothing, or correspondence implying any official relationship between the wrecker company and any law enforcement agency.
- xi. Clearance and marker lights and all other equipment as required by law.
- xii. Dual rear adjustable floodlights with minimum of twenty thousand (20,000) candlepower each. The floodlights may be used when loading and unloading vehicles to be towed. No flashing warning lighting is to be used during transit.
- xiii. One (1) fire extinguisher.
- xiv. When using a sling or self-loading wheel lift a remote tow light shall be affixed to the rear portion of the towed vehicle making the brake/taillights visible to other traffic.
- xv. A minimum of a 40lb bag of oil dry.

2) **Medium Duty (Class B) Wrecker** – Capable of towing vehicles weighting between ten thousand (10,000) and twenty-nine thousand (29,000) pounds or multiple vehicles weighting ten thousand (10,000) pounds respectively (medium-sized trucks, road tractors/trailers and similar vehicles), shall meet the following requirements:

- a. The tow truck chassis shall have a minimum gross vehicle weight rating (GVWR) of not less than twenty-six thousand and one (26,001) pounds.
- b. Must have at least a twelve-ton boom assembly as rated by the manufacturer.
- c. Two winches, each of ten thousand (10,000) pound capacity or more as rated by the manufacturer.
- d. A manufactured wheel-lift with a retracting lifting capacity of not less than six thousand five hundred (6,500) pounds as rated by the manufacturer, with safety chains.
- e. Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- f. Tow bars, safety chains, a fire extinguisher mounted in an accessible location, wrecking bars, minimum of three (3) reflective triangles or flares, brooms, shovel, and an axe. There shall be further proof furnished that the wrecker company has one (1) dolly available for its wreckers when and if necessary.
- g. A brake lock device.
- h. Additional safety equipment as specified by the regulations.
- i. A flashing warning amber light shall be affixed above the top of the cabin or upper most elevated portion of the equipment of the wrecker; however, sirens are prohibited. The flashing lighting shall only be used when loading and unloading vehicles to be towed. No flashing warning lighting is to be used during transit.
- j. The name, address and telephone number of the wrecker company permanently affixed and displayed in letters clearly visible from one hundred (100) feet on both sides. The letters for the name shall be at least four (4) inches high and letters for the address and telephone numbers shall be at least two (2) inches high.
- k. Nothing on vehicles, building, equipment, clothing, or correspondence implying any official relationship between the wrecker company and any law enforcement agency.
- l. Clearance and marker lights and all other equipment as required by law.
- m. Dual rear adjustable floodlights with minimum of twenty thousand (20,000) candlepower each. The floodlights may be used when loading and unloading vehicles to be towed. No flashing warning lighting is to be used during transit.
- n. When using a sling or self-loading wheel lift a remote tow light shall be affixed to the rear portion of the towed vehicle making the brake/taillights visible to other traffic.
- o. A minimum of a 40lb bag of oil dry.

3) **Heavy Duty (Class C) Wrecker** – Capable of towing vehicles in excess of twenty-nine thousand (29,000) pounds (large trucks, road tractor/trailers and similar vehicles), shall meet the following minimum requirements: The wrecker company shall provide documentation of lifting capacity from the factory or qualified testing facility.

- a. Truck chassis having a minimum gross vehicle weight rating (GVWR) of not less than forty-six thousand (46,000) pounds.
 - b. Tandem axles.
 - c. A single or double boom with a capacity of not less than fifty thousand (50,000) pounds as rated by the manufacturer.
 - d. A single winch with a capacity of fifty thousand (50,000) pounds as rated by the manufacturer or an individual power winch capacity of not less than twenty-five thousand (25,000) pounds as rated by the manufacturer and a total rating with both winches of fifty thousand (50,000) pounds.
 - e. A manufactured wheel-lift with a retracting lifting capacity of not less than twelve thousand (12,000) pounds as rated by the manufacturer, with safety chains.
 - f. A minimum of two hundred (200) feet of five-eighths (5/8) inch cable or larger, plus fifty (50) feet of five-eighths (5/8) inch drop cable.
 - g. A brake lock device.
 - h. Airbrakes constructed so as to lock wheels automatically upon failure.
 - i. Tow bars, safety chains, a fire extinguisher mounted in an accessible location, wrecking bars, minimum of three (3) reflective triangles or flares, brooms, shovel, and an axe. There shall be further proof furnished that the wrecker company has one (1) dolly available for its wreckers when and if necessary.
 - j. Air control valve for the purpose of providing braking capability for the vehicle or trailer being towed or removed.
 - k. Two (2) chock blocks to prevent rolling or slippage of the wrecker. These chock blocks should have the capability of being tied to the wrecker and of a width equal to that of the dual wheels of the wrecker.
 - l. One (1) pair of bolt cutters with a minimum of one-half-inch opening; two (2) fire extinguishers mounted in an accessible location; external air hookups and hoses; at least six (6) safety cones or triangle reflectors; and forty (40) pounds of sand or suitable equivalent.
 - m. A flashing warning amber light shall be affixed above the top of the cabin or upper most elevated portion of the equipment of the wrecker; however, sirens are prohibited. The flashing lighting shall only be used when loading and unloading vehicles to be towed. No flashing warning lighting is to be used during transit.
 - n. The name, address and telephone number of the wrecker company permanently affixed and displayed in letters clearly visible from one hundred (100) feet on both sides. The letters for the name shall be at least four (4) inches high and letters for the address and telephone numbers shall be at least two (2) inches high.
 - o. Nothing on vehicles, building, equipment, clothing, or correspondence implying any official relationship between the wrecker company and any law enforcement agency.
 - p. Clearance and marker lights and all other equipment as required by law.
 - q. Dual rear adjustable floodlights with minimum of twenty thousand (20,000) candlepower each. The floodlights may be used when loading and unloading vehicles to be towed. No flashing warning lighting is to be used during transit.
 - r. When using a sling or self-loading wheel lift a remote tow light shall be affixed to the rear portion of the towed vehicle making the brake/taillights visible to other traffic.
 - s. A minimum of a 40lb bag of oil dry.
- 4) A towing company shall be prepared to transport up to one (1) motorist or passenger involved in an incident if necessary.

5) Rate-Setting and Cost Transparency.

- a. Filing & Effective Date.
 - i. Each permittee shall file with the Traffic Safety Unit and post at its place of business its maximum fees for towing, hookup, per-mile mileage, storage, vehicle release, and defined ancillary services (e.g., battery jump-start, winching, tire change, administrative fees).
 - ii. Such fee schedules must be filed and posted within 30 days of adoption and shall specify an effective date not earlier than 30 days after filing.
- b. Rate Limitation.

- i. No permittee shall charge any customer fees in an amount exceeding the maximum rate authorized by this chapter.
- c. Annual Adjustment.
 - i. A permittee may adjust its filed rates once per calendar year.
 - ii. Revised schedules for the upcoming year must be submitted in writing to the Traffic Safety Unit no later than January 1 and posted concurrently.
- d. Public Transparency.
 - i. The Traffic Safety Unit shall compile and maintain an online list of all permittee fee schedules on the City's website.
- e. Enforcement.
 - i. Failure to comply with any requirement of this section shall constitute a municipal violation punishable by a fine of up to \$500.00 per day.
 - ii. The Traffic Safety Unit may audit fee schedules against actual invoices and assess additional penalties for over-charging.

Sec. 63-21. Assumption of Liability.

Each wrecker company who moves or otherwise makes contact with any vehicle to be towed following a dispatch from the wrecker selection list, assumes liability for injury to persons, property damage, fire, theft, or any other acts of negligence stemming from the towing process.

Sec. 63-22. Certification of Availability.

By Applying for the Wrecker Permit, the wrecker company is certifying its ability to be fully capable of providing twenty-four-hour, seven-day-a-week wrecker service and access to its storage facility during regular business hours.

Sec. 63-23. When issued.

The department shall issue an annual Wrecker Permit for each wrecker proposed to be operated by the applicant upon finding that all provisions of this chapter and other ordinances of the City have been complied with, and upon being satisfied by the revenue officer of the city that the wrecker company has procured all necessary city, state and federal licenses. The Wrecker Permit shall be affixed to each wrecker in the lower passenger side corner of the windshield and shall not be transferable.

Sec. 63-24. Permit not a franchise.

No permit issued pursuant to the provisions of this chapter shall be construed to be a franchise grant, nor shall it be construed to be the consent of the city to the operation of a private enterprise on the city's streets.

Sec. 63-25. Companies removed from police jurisdiction due to a change in jurisdiction limits.

A qualified wrecker company that has been on one or more wrecker selection list for at least five (5) consecutive years, and which is removed from the city's police jurisdiction due to a change in the city's jurisdictional limits, may remain qualified to apply for a Wrecker Permit and inclusion on the wrecker selection lists so long as the company complies with the following:

- 1) The company continues to maintain its principal and primary place of business at the same location and street address as it did before the change in the city's jurisdictional limits;
- 2) The company continues to comply with all the requirements and regulations of this chapter, and the rules and directives of the city and the police department;
- 3) The company agrees in writing, in a form approved by the department, to comply with all the requirements and regulations of this chapter, and the rules and directives of the city and the police department; and
- 4) The company must possess a city business license authorizing the conduct of a wrecker business from the city to operate a wrecker in addition to any other business license which the company may possess.

Sec. 63-26. Monthly Report.

At least once per month the department will publish a monthly report of the department's wrecker selection call-out list on its web page.

Sec. 63-27. Right to inspect.

The department's representative has the right to inspect any wrecker or equipment of a wrecker company on the city's wrecker selection list at any time to ascertain if it is being maintained and all required equipment is on the wrecker and in proper operating order.

Article IV: City Wrecker Selection List: Procedures; Fees; Records.

Sec. 63-28. Accident Scenes and Emergency Tows.

- 1) When a motor vehicle is involved in an accident or collision within the City's corporate limits or police jurisdiction and is unable to proceed safely—or when the driver is incapacitated—the officer on scene shall ask the driver to select one (1) wrecker company from the City's Wrecker Selection List to tow the vehicle.
- 2) If the driver:
 - a. is physically unable to make a selection;
 - b. declines to choose; or
 - c. selects a company that is unavailable or not on the Selection List;then the Communications Center shall dispatch the closest available wrecker on the City's Wrecker Selection List.
- 3) For all other department-directed tows—including traffic-hazard removal, impounds, and obstruction clearance—the closest available wrecker on the Selection List shall be dispatched.

Sec. 63-29. Impoundments and Abandoned Vehicles.

When the City wrecker is not available:

- 1) The department may dispatch wrecker companies from the City's Wrecker Selection List to tow vehicles under the circumstances enumerated in City Code Sec. 61-101(a)(1)–(5).
- 2) Dispatch shall be made to the closest available wrecker in accordance with Sec. 63-30.
- 3) A wrecker company dispatched under this section shall tow the vehicle directly to a permit-approved impound yard, unless otherwise authorized by the department.

Sec. 63-30. Closest Wrecker Dispatch.

- 1) When a police officer on scene determines that towing is required for an accident, disabled vehicle, traffic hazard, or impound under City Code § 61-101(a)(1)–(5), the officer shall immediately notify the Communications Center to request tow service.
- 2) The Communications Center shall dispatch the closest available wrecker company on the City's Wrecker Selection List, as defined in Sec. 63-5, using CAD-calculated driving distance.
- 3) The dispatched wrecker company shall proceed directly to the scene and remain until the vehicle is safely removed as directed by the officer.
- 4) All dispatches under this section shall follow the procedures set forth in Sec. 63-31.

Sec. 63-31. Department Operations; Procedure Upon Receiving Tow Request.

- 1) Upon receipt of a tow request, the Communications Center shall identify the closest available wrecker company on the City's Wrecker Selection List using CAD-calculated driving distance and place the first call to that company.
- 2) If that company is unavailable or unwilling to respond, the Communications Center shall call the next-closest company, noting each attempted call in the dispatch log, until a wrecker accepts the request.
- 3) Notwithstanding subsections (1) and (2), the department may, in emergency or special circumstances, dispatch any qualified wrecker company it deems best able to handle the situation or reach the scene most quickly.

- 4) The first dispatched wrecker to arrive at an accident scene shall have priority to tow the vehicle(s) selected unless the officer in charge directs otherwise.

Sec. 63-32. Response Requirements for Wrecker Companies and Operators.

- 1) Upon dispatch, the Communications Center's CAD system shall notify the closest available wrecker company on the City's Wrecker Selection List. The company—or its designated operator- must arrive on scene with appropriate equipment within thirty (30) minutes under normal driving conditions (Class C wreckers must arrive within one hour).
- 2) If the company or operator cannot respond, it must immediately notify the Communications Center. Dispatch shall then proceed to the next-closest company on the Selection List.
- 3) A wrecker company shall not accept dispatch unless it has, at the time of the call, an operator, properly equipped wrecker, and all necessary tools immediately available to perform the requested service.
- 4) Dispatched wreckers must be prepared to transport up to one (1) motorist or passenger per vehicle and must provide the owner or operator with the company's name, address, phone number, and tow-rate information at the time of service.
- 5) If a dispatched wrecker fails to arrive within the thirty-minute window (unless delayed by circumstances beyond its control), or if public-safety exigencies require, the Communications Center may dispatch the next-closest available wrecker. Companies with unjustified late responses may face penalties as set forth in Sec. 63-44.

Sec. 63-33. Single Listing per Wrecker Class.

- 1) Each permitted wrecker company shall hold one (1) entry on the City's single Wrecker Selection List for each class of wrecker (Class A, B, or C) in which it is qualified, as set out in Sec. 63-18.
- 2) Listings shall use the legal business name submitted in the company's permit application. No company may obtain additional entries by using alternate, fictitious, or trade names for the same location, or by operating multiple offices under the same corporate ownership.
- 3) A single corporate entity—whether an individual owner, partnership, or parent corporation—may not hold more than one (1) listing per wrecker class, regardless of the number of branch offices or trade names.
- 4) Each listing must be supported by a permanent business location meeting the facility requirements of Sec. 63-17, including staffed dispatch (8 a.m.–5 p.m., Mon–Fri), distinct dispatch lines, vehicle/equipment logs, and conspicuous posting of City permits and business licenses.
- 5) The department may grant a separate listing for both Class B and Class C wreckers only if the applicant demonstrates fully distinct operational capacity and facilities for each class in accordance with Sec. 63-17.

Sec. 63-34. Response with Own Wreckers.

- 1) Each wrecker company shall respond to a dispatch using only its own permitted wrecker and properly trained operator, equipped as required by Sec. 63-20. No company may substitute or dispatch another company's unit without prior written approval from the Chief of Police.
- 2) If, in the officer in charge's reasonable judgment, the dispatched wrecker lacks the capability or equipment to safely perform the requested service, the officer may direct the Communications Center to dispatch the next-closest qualified wrecker company pursuant to Secs. 63-30 and 63-31.
- 3) Any unauthorized delegation of a dispatch or failure to use one's own permitted equipment shall constitute a violation subject to penalties under Sec. 63-44.

Sec. 63-35. Impaired Operation Prohibited.

- 1) No person shall operate a wrecker or respond to a dispatch while under the influence of alcoholic beverages, controlled substances, or any other substance that impairs safe operation. "Under the influence" has the same meaning as in Ala. Code § 32-5A-191.
- 2) Any officer or supervisor at the scene who reasonably suspects impairment may require the operator to submit to chemical or breath testing in accordance with City policy and state law. Refusal to submit constitutes grounds for immediate suspension of the operator's authority to perform tows and shall be reported to the Police Traffic Unit.
- 3) Violation of this section shall result in immediate suspension of the company's permit and may incur additional penalties under Sec. 63-44.

Sec. 63-36. Conviction-Related Disqualification.

- 1) No operator may serve as the listed operator for any wrecker company on the City's Wrecker Selection List who, within the past five (5) years, has been:
 - a. Convicted (including plea of guilty or nolo contendere) of any felony;
 - b. Convicted of any misdemeanor involving moral turpitude, fraud, dishonesty, theft, assault, or domestic violence; or
 - c. Convicted of any offense under Ala. Code § 32-5A-191 (DUI) or its federal equivalent.
- 2) Upon learning of a disqualifying conviction, the Police Traffic Unit shall:
 - a. Immediately suspend the operator's certification and notify the permittee in writing; and
- 3) A disqualified operator may apply for reinstatement after the five-year period by submitting certified court records and undergoing a background check. Reinstatement is subject to approval by the Chief of Police.
- 4) Any violation of this section shall constitute grounds for a civil penalty and permit revocation as provided in Sec. 63-44.

Sec. 63-37. High-Visibility Safety Apparel Required.

- 1) Whenever performing work or standing on or adjacent to any roadway in the course of a dispatch, all wrecker operators and spotters shall wear ANSI/ISEA 107-compliant Class II (or higher) high-visibility safety apparel (vest, jacket, or shirt) with retroreflective striping.
- 2) Apparel shall be properly fastened and worn over outer clothing at all times while on scene.
- 3) Failure to comply with this section shall constitute a violation subject to penalties under Sec. 63-44.

Sec. 63-38. Scene Cleanup and Debris Removal.

- 1) Upon completion of any tow or recovery, the wrecker operator shall remove all non-hazardous debris (e.g., broken glass, metal shards, vehicle parts) from the public right-of-way or other scene area.
- 2) The operator shall apply absorbent material (oil-dry or equivalent) to any spilled automotive fluids (oil, coolant, fuel) and broom or sweep the area to eliminate residual hazards.
- 3) Failure to comply with this cleanup requirement shall constitute a violation subject to penalties under Sec. 63-44.

Sec. 63-39. Fees, Rates, and Consumer Protections.

1) General Payment Rules

- a. All tows performed under this Chapter shall be charged rates not to exceed the maximum rates set forth below, plus any fees authorized by resolution of the City Council.
- b. Vehicle owners (or their agents) may recover towed vehicles upon payment of all accrued charges, with no additional fees.
- c. Wrecker operators must accept at least two major credit or debit cards and provide a written or printed receipt at the time of payment.

2) Towing and Recovery Fees

- a. Standard Tow (Scene to Yard):
 - i. Class A (10,000 pounds or less): \$200 per tow
 - ii. Class B (10,001–26,000 pounds): \$400 per tow
 - iii. Class C (over 26,000 pounds): \$600 per tow
 - iii. Rotator-equipped Class C: \$800 per tow
- b. Tandem or Towed Trailers:
 - i. Up to 40 feet in tandem: \$75 per trailer
 - ii. Over 40 feet in tandem: \$200 per trailer
- c. Rescue Operations (Righting and Winching):

Rate structure for all classes: first hour at the class rate; additional time prorated in ten-minute increments

- i. Class A: \$75 first hour; \$12.50 per ten-minute increment
- ii. Class B: \$200 first hour; \$33.33 per ten-minute increment
- iii. Class C standard: \$350 first hour; \$58.33 per ten-minute increment
- iv. Class C rotator tandem: initial \$600 (or \$800 for dual rotators), then \$350 first hour; \$58.33 per ten-minute increment
- v. Air Lifting bags lift: \$0.035 per pound lifted
- d. Standby or Delay (if delayed more than 15 minutes through no fault of the operator):
 - i. Class A: \$75 per hour; \$12.50 per ten-minute increment
 - ii. Class B: \$200 per hour; \$33.33 per ten-minute increment
 - iii. Class C: \$350 per hour; \$58.33 per ten-minute increment

3) **Storage Fees**

- a. Passenger and Light Duty Vehicles:
 - i. First day (after 24 hours): \$30
 - ii. Each additional day: \$30 per day
- b. Medium and Heavy-Duty Vehicles: \$75 per day per vehicle
- c. After-Hours Release: \$35 per release (outside Mon–Fri, 8:00 a.m.–5:00 p.m.)
- d. Outside City Limits Tow: \$5 per mile from the city boundary
- e. No-Charge Days: no storage fee on days the lot is open fewer than four hours

4) **Ancillary Services**

- a. Plastic crash wrap: \$30 per vehicle
- b. Forklift or heavy equipment: commercial rental rate plus 10 percent per hour (operator included)
- c. Credit or debit card surcharge: not to exceed 4 percent per transaction
- d. Oil dry: \$5 per 10lb.

5) **Administrative and Lien Sale Fees**

- a. ALDOR portal entry: no fee; entries must occur between 48- and 120-hours post-tow
- b. Lien sale processing: up to \$150; includes NMVTIS search and certified notices; documentation must be retained

6) **Rate Review and Updates**

- a. The Police Traffic Unit shall review all fees annually in January.
- b. Recommended changes shall be submitted to the City Council for adoption by ordinance amendment.

7) **Scope Exclusion**

These rates apply only to nonconsensual tows under the Wrecker Selection List. Consensual tows are not governed by this Section.

Sec. 63-40. Recordkeeping and Reporting.

1) **Tow Tickets and Service Records**

- a. Each wrecker company shall maintain sequentially numbered tow tickets or digital service records for every dispatch accepted from the City's Selection List. Records shall be legible and pre-printed (or system-generated) with the company's name, address, and phone number, and shall include:
 - i. Date and time of dispatch request and operator acknowledgment
 - ii. Name of person requesting service (officer or owner)
 - iii. Exact location of the vehicle at time of tow request
 - iv. Vehicle description, including license plate and VIN

- v. Owner or operator of the vehicle, if known
- vi. Itemized list of all fees and charges
- vii. Name of the operator performing the service
- viii. Date, time, and party to whom the vehicle was released, and method of payment
- ix. Related police accident, incident, or case number, if applicable

2) Receipts

- a. Regardless of payment method, the operator shall provide a written or electronic receipt containing the information in subsection (1).
- b. A copy of each receipt must be retained with the company's records.

3) Inspection and Access

- a. All records required by this section shall be available for inspection by the Chief of Police or designee between 8:00 a.m. and 5:00 p.m., Monday through Friday, without prior notice.
- b. The City's right to inspect records is also governed by Sec. 63-27 (Right to Inspect).

4) Retention Period

- a. All paper and electronic records required herein shall be retained for at least three (3) years from the date of service.

5) Monthly Unclaimed Vehicle Report

- a. Each wrecker company shall submit to the Police Traffic Unit, by the tenth day of each month, a list of vehicles unclaimed for thirty (30) days or more.
- b. The report shall include vehicle description, tow date, storage location, and owner/contact information, where available.

6) Abandoned Motor Vehicle Disposition

- a. Wrecker companies shall maintain a separate log of all abandoned vehicles towed.
- b. Any abandoned vehicle sold or disposed of shall follow the procedures in Ala. Code § 32-13-1 et seq. ("Disposition of Abandoned Vehicles") and the company shall retain sale/disposal records for three (3) years.

Article V: Enforcement and Penalties

Sec. 63-41. - General violations.

Any person, wrecker company, agent or employee of a wrecker company, or wrecker operator, found guilty of violating this chapter shall be subject to being punished as prescribed in chapter 1, article II, of this Code, with a fine not to exceed five hundred dollars (\$500.00) plus court costs, or by community service for a period not exceeding six (6) months, or by both fine and community service at the discretion of the municipal judge.

Sec. 63-42. - Kickbacks for business.

It shall be unlawful and an offense against the city for any person to offer or pay any reward or remuneration to any city employee, officer, or agent, police officer or any employee of the city, for the purpose of obtaining the solicitation of business for any wrecker company.

Sec. 63-43. - Rotation list violations.

Violation of any rule, regulation, or provision of this article as it relates to wrecker services for rotation list dispatches may be cause for suspension or removal of the wrecker company from the rotation list. The department shall notify the wrecker company in writing of a violation and the applicable penalty.

- 1) Upon receipt of notification, the wrecker company may, within fifteen (15) days thereof, deliver a written request to the city clerk and the department's representative for a hearing to be held before the city council. The receipt of a written request for a hearing within the prescribed time shall stay the penalty pending final disposition unless it is determined by the chief of the department that it would endanger public safety to allow said wrecker company to continue on the rotation log.
- 2) A hearing shall be held within twenty-one (21) days after the filing of a written request for a hearing before the city council. The city clerk shall notify the wrecker company and the department of the time, date, and place of the hearing. At such public hearing, the wrecker company shall be provided an opportunity to be heard. The city council may hear from department and any other city representatives who may have relevant information.
- 3) The city council shall render a decision by resolution within ten (10) days from the date of such hearing. Such resolutions shall set forth the decision of the city council and the reasons for the same.
- 4) The department will reinstate to the rotation list a suspended wrecker company upon written application after the period of suspension has elapsed and after the department has determined that such wrecker company is in compliance with all regulations of this article.
- 5) If any violations of the regulations or provisions of this article are deemed by the city representative to be of such a nature as to endanger public safety, the department shall immediately suspend from the rotation list the wrecker company committing such violation, then provide notice pursuant to the provisions of subsection (1) above.
- 6) No applications for reinstatement to the rotation list resulting from violation of these regulations will be considered by a transferee of the suspended wrecker company's business interest unless such transfer was the result of a bona fide sale of a majority of the assets of the business for a reasonable consideration. All documents demonstrating the same must be provided to the department.

Sec. 63-44. Penalties.

In addition to any other potential penalties for violating this chapter, the following penalties shall be assessed for rotation list violations:

- 1) First violation: written warning;
- 2) Second violation within twelve (12) months: thirty-day suspension;
- 3) Third violation within twelve (12) months of first: six-month suspension;
- 4) Fourth violation within twelve (12) months of second: permanent removal.

Sec. 63-45. - Enhanced penalties.

Penalties for violations involving failure to arrive on the scene of a dispatched rotation list dispatch, charging in excess of the rates established herein or any infraction which jeopardizes the safety of the public, depending upon the severity thereof, may be accelerated up to and including permanent removal without following the above progressive penalty steps. There shall be no written warnings for any of such violations. Upon receipt of a suspension under this section, a hearing before the city council shall be held at the next immediately scheduled council meeting.

Article VI. Miscellaneous

Sec. 63-46. Severability.

If any provision of this Chapter is held invalid or unconstitutional by a court of competent jurisdiction, that invalidity shall not affect the remaining provisions, which shall remain in full force and effect. The City Council hereby declares that it would have adopted this Chapter and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more provisions be declared invalid.

Sec. 63-47. Repealer.

All ordinances and parts of ordinances in conflict with Chapter 63, "Wrecker Services and Wrecker Selection List," are repealed to the extent of such conflict. This repeal shall not affect any right or liability accrued, or any proceeding begun under the provisions of the former law.

Sec. 63-48. Effective Date and Jurisdiction.

This Chapter shall become effective immediately upon its passage and publication in the official newspaper of the City of Mobile, as required by law. It shall apply within the corporate limits of the City of Mobile and the City's police jurisdiction.

Adopted:

City Clerk

RESOLUTION

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the City Council concurs in the re-appointment of Dr. Reginald Sykes to
the Mobile County Board of Human Resources for a term ending September
30, 2031.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn, District 1

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License

Submitted by: Queen Lilly XXXI, LLC

Location: Stevie's Kitchen Midtown
110 S. Florida Street
Mobile, AL 36606

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/16/2025	NEW APPLICATION	2025 - 5733	131617	1	July 8, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

QUEEN LILLY XXXI LLC

Trade Name (DBA)

STEVIES KITCHEN MIDTOWN

Location Address

110 S FLORDIA ST

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
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DISTRICT 5
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DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/16/2025	NEW APPLICATION	2025 - 5733	131617	1	July 8, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

QUEEN LILLY XXXI LLC

Trade Name (DBA)

STEVIES KITCHEN MIDTOWN

Location Address

110 S FLORDIA ST

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



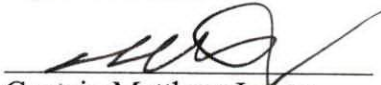
WILLIAM R. JACKSON
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain Matthew James
Commander, Special Investigation Section

Date: June 23, 2025

Re: Alcoholic Beverage License Application No. 5733
QUEEN LILLY XXXI LLC
D/B/A: STEVIES KITCHEN MIDTOWN
110 S FLORDIA ST
Mobile, AL 36606
Steve Watford, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named QUEEN LILLY XXXI LLC. QUEEN LILLY XXI LLC will be conducting business at STEVIES KITCHEN MIDTOWN located at 110 S Flordia St. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

JUN 26 2025


CHIEF OF POLICE



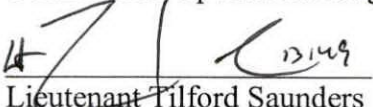
WILLIAM R. JACKSON
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Matthew James
Commander, Special Investigation Section

From: 
Lieutenant Tilford Saunders
Commander, Narcotics and Vice Unit

Date: June 23, 2025

Re: Alcoholic Beverage License Application No. 5733
QUEEN LILLY XXXI LLC
D/B/A: STEVIES KITCHEN MIDTOWN
110 S Flordia Street
Mobile, AL 36606
Steve Watford, owner

I have reviewed the attached application submitted to me by CRO April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named QUEEN LILLY XXI LLC. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

Alcoholic Beverage License Application Checklist

According to the City of Mobile Revenue Department, this business has:

☐ an up-to-date business license.

☐ currently paid all taxes due.

☒ other: this liquor application is new; therefore, the business license is currently
being applied for and no taxes need to be paid.


CRO APRIL DUNKLIN

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
06/16/2025		2025 - 5733	131617	1	July 8, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

QUEEN LILLY XXXI LLC

Trade Name (DBA)

STEVIES KITCHEN MIDTOWN

Location Address

110 S FLORDIA ST

City, State, Zip Code

MOBILE AL 36606

Contact Person Information				
Name	Title	POA	Phone	Email
STEVIE WATFORD	OWNER			STEVESKITCHEN@COMCAST.NET

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

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person					
<u>Full Name (Last, First, Middle)</u> STEVE ALLEN WATFORD			<u>Title</u> OWNER		<u>Driver's License (State, Number)</u>			
<u>Home Address (Street Address, Apt/Unit #)</u>			<u>City</u>		<u>State</u>	<u>Zip Code</u> 36600		
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>		<u>Social Security Number</u>		<u>Mobile/Phone Number</u>			
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>								
<u>If Yes, Law Violation</u>		<u>Arresting Agency</u>		<u>Arrest Date</u>	<u>Disposition</u>			
<u>Do you have any existing State of Alabama ABC license(s) with any entity in your name?</u>								
<u>If Yes, Legal Business Name</u>		<u>Business DBA</u>		<u>Physical Location Address (Street, City, Zip Code)</u>				
<u>Full Name (Last, First, Middle)</u> N/A			<u>Title</u>		<u>Driver's License (State, Number)</u>			
<u>Home Address (Street Address, Apt/Unit #)</u>			<u>City</u>		<u>State</u>	<u>Zip Code</u>		
<u>Date of Birth</u>	<u>Place of Birth (City, State, Nation)</u>		<u>Social Security Number</u>		<u>Mobile/Phone Number</u>			
<u>Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?</u>								
<u>If Yes, Law Violation</u>		<u>Arresting Agency</u>		<u>Arrest Date</u>	<u>Disposition</u>			
<u>If Yes, Legal Business Name</u>		<u>Business DBA</u>		<u>Physical Location Address (Street, City, Zip Code)</u>				
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person					
<u>Full Name (Last, First, Middle)</u> N/A			<u>Title</u>		<u>Date of Birth</u>		<u>Driver's License (State, Number)</u>	
<u>Home Address (Street Address, Apt/Unit #)</u>			<u>City</u>		<u>State</u>	<u>Zip Code</u>	<u>Phone Number</u>	
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES								

SW

City of Mobile Alcoholic Beverage License Application

Application Date 06/16/2025	Application Type NEW APPLICATION	Application Number 2025 - 5733	License Account # 131617	Council District 1	Council Agenda Date July 8, 2025
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name QUEEN LILLY XXXI LLC			Trade Name (DBA) STEVIES KITCHEN MIDTOWN		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 03/27/2025	SOS Entity ID 001-182-911	State AL	County MOBILE
Federal Tax ID (FEIN) 33-4441125	Alabama State Sales Tax ID R012501765		Business Phone Number (251) 287-2793		
Physical Address (Street Address, Suite #) 110 S FLORDIA ST			City MOBILE	State AL	Zip Code 36606
Mailing Address (Street Address, Suite #, PO Box) 41 W I 65 SERVICE RD N STE 150			City MOBILE	State AL	Zip Code 36608
Primary Business Activity at the Location Explain (other) RESTAURANT			If Location Transfer, Previous Street Address and Zip Code N/A		
Contact Person Information					
Name STEVIE WATFORD	Title OWNER	POA	Phone	Email STEVESKITCHEN@COMCAST.NET	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A			Trade Name (DBA)		
ABC License Type			License Number	Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name DAVID GREEN			Property Owner Phone Number (251) 786-1097	Property Owner Email JDGREEN@GREENPHILLIPS.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 51 NORTH FLORDIA STREET			City MOBILE	State AL	Zip Code 36607
Bldg Square Footage 3,400	Bldg Seating Capacity 65	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

- SW The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.
- SW The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.
- SW The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.
- SW The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.
- SW Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.
- SW In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- SW Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Steve Watford

Owner/Applicant/POA Signature

Steve Watford

Date of Application Signature

June 19, 25

Title of Person Signing this Application

owner

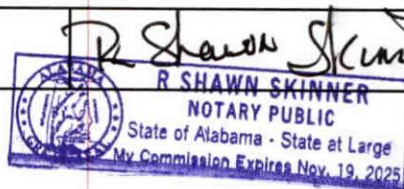
Sworn to and subscribed before me this 17th day of June 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner



November 19 2025

CITY OF MOBILE
REVENUE DEPARTMENT

June 18, 2025



STEVES KITCHEN MIDTOWN

110 SOUTH FLORIDA STREET

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 131617 TERRITORY 1

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2079232	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

QUEEN LILLY XXXI LLC

dba

STEVIES KITCHEN MIDTOWN

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

020 - RESTAURANT RETAIL LIQUOR and

for the premises located at

110 S FLORDIA ST

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **July 8, 2025** for application number **2025 - 5733**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

QUEEN LILLY XXXI LLC

Trade Name (DBA)

STEVIES KITCHEN MIDTOWN

Location Address

110 S FLORDIA ST

Zip Code

36606

Application Number

2025 - 5733

Notice Post Date @ Location

06/16/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

July 8, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250529144758400

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 **County:** \$300.00

Type License:

State: **County:**

Trade Name: STEVIES KITCHEN MIDTOWN

Filing Fee: \$50.00

Applicant: QUEEN LILLY XXXI LLC

Transfer Fee:

Location Address: 110 S FLORIDA ST MOBILE, AL 36606

Mailing Address: 41 W I 65 SERVICE RD N STE 150 MOBILE, AL 36608

County: MOBILE **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-182-911

Do you sell Draft Beer?:

Date Incorporated: 03/27/2025 **State incorporated:** AL

County Incorporated: MOBILE

Date of Authority: 03/27/2025

Federal Tax ID: 33-4441125

Alabama State Sales Tax ID: R012501765

Name:	Title:	Date and Place of Birth:	Residence Address:
STEVE ALLEN WATFORD	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: STEVIE WATFORD

Business Phone: 251-287-2793

Fax:

Home Phone: 251-656-7356

Cell Phone: 251-287-2793

E-mail: STEVIESKITCHENS@COMCAST.NET

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250529144758400

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: **GREENE PROPERTIES INC 251-786-1097**

What is lessors primary business? **ATTORNEY**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **3400** Display Square Footage:

Building seating capacity: **65** Does Licensed premises include a patio area? **YES**

License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **1** Nearest: **1**

Nearest school: Nearest church: Nearest residence: **1 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250529144758400

Initial each

☒ *SW*

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

☒ *SW*

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

☒ *XX*

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

☒ *XX*

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

☒ *XX*

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

☒ *SW*

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

☒ *SW*

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

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

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

☒ *SW*

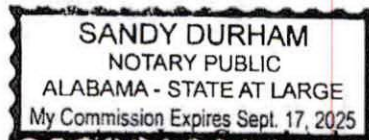
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Steve Watford*

Signature of Applicant: *Steve Watford*

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

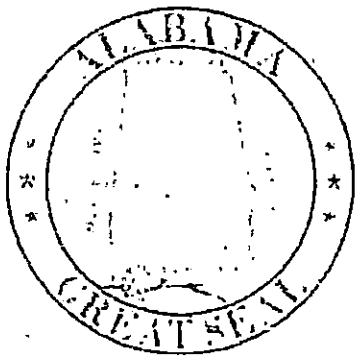
**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

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:

Queen Lilly XXXI LLC

This name reservation is for the exclusive use of Johnstone Adams, LLC, Post
Office Box 1988, Mobile, AL 36633 for a period of one year beginning March 27,
2025 and expiring March 27, 2026

**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.**



RES210296

March 27, 2025

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

**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:

Queen Lilly XXXI 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): Steven Watford

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

41 West I-65 Service Road N., Suite 150 Mobile, AL 36608

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State
001-182-911 DLL
Date 03/27/2025
Time 18:03:00
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 3 / 27 / 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 06 : 03 ☐ 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).

3 / 27 / 2025
Date (MM/DD/YYYY)

Rick A. La Trace
Signature as required by 10A-5A-2.04

Organizer
Typed title (organizer or attorney-in-fact)

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

EIN Assistant

Congratulations! The EIN has been successfully assigned.

EIN Assigned: 33-4441125

Legal Name: QUEEN LILLY XXXI LLC

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

5. EIN Confirmation

Help Topics

- [Can the EIN be used before the confirmation letter is received?](#)



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

QUEEN LILLY XXXI LLX
110 S FLORIDA ST BLDG
MOBILE, AL 36606-1927

25	0000	0000	0000	0000
SLS	R012501765	04/14/2025	12/31/2025	

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

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

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Derrick Coleman
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Lots 7 and 8, Block 1, Florida Heights Subdivision, accordin to plat thereof recorded in Deed Book 113, Page 495, of the rewards in the Office of the Judge of Probate of Mobile County, Alabama, Less and except that portion acquired for right of way for Florida St. as recorded in Deed Book 304, page 205 of the aforesaid Probate Court Records

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by **Queen Lilly XXXI, LLC**

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

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

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

Sworn to and subscribed before me this 4th day of June 20 25

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Lauren Brunson	Lauren Brunson	10/22/2028

Notary Stamp	Owner of Property (Print Name)	Applicant Name (Print Name)
--------------	--------------------------------	-----------------------------

Greene Properties, Inc.

Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

51 N. Florida St.

110 South Florida St.

City, State, Zip

City, State, Zip

Mobile AL 36607

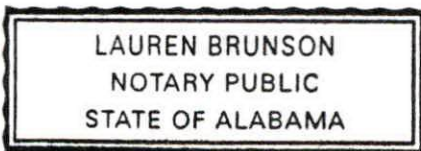
Mobile AL 36606

Date Agreement Signed

Date Agreement Signed

06/04/2025

06/04/2025





CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

<u>Business Structure</u> ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		<u>Application Type</u> ☐ New Business ☐ New Owner ☐ Location Change		<u>Transfer - License?</u> ☒ No ☐ Yes <u>Relocation Date</u>		<u>Description/Type</u> ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
<u>License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply</u> ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
<u>Legal Business Name</u> Queen Lilly XXXI, LLC				<u>Trade Name (DBA)</u> Stevies Kitchen Midtown			
<u>Company Physical Address (Street Address, Suite #)</u> 110 South Florida St.				<u>City</u> Mobile	<u>State</u> AL	<u>Zip Code</u> 36606	
<u>Business Contact Person Information</u>							
<u>Name</u> Steve Watford		<u>Title</u> Owner		<u>Phone</u> (251) 656-7356		<u>Email</u> stevieskitchen@comcast.net	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
<u>Building Sq Footage</u> 3400	<u>Parking Provided</u>	<u>Parking Required</u>	<u>Compliance</u>	<u>Zoning</u>	<u>Approved</u>		
<u>Comments</u>							
<u>Print Name</u>		<u>Signature</u>			<u>Date</u>		

STATE OF ALABAMA
COUNTY OF MOBILE

COMMERCIAL LEASE

THIS LEASE made this 1st day of May 2025, by and between GREENE PROPERTIES INC, of 51 NORTH FLORIDA STREET, MOBILE, AL 36607, hereafter called "Lessor" and QUEEN LILLY XXXI, LLC of 306 Dauphin Street MOBILE, AL 36602, hereafter called "Lessee".

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in MOBILE County, Alabama, to-wit, together with improvements thereon, hereafter called the "Premises":

1. DESCRIPTION

Approximately 3,400 sf office building located at 110 S Florida Street Mobile, Alabama 36606.

2. TERM/RENEWAL

for continuous use and occupancy by the Lessee as QUEEN LILLY XXXI, LLC doing business as STEVIE'S KITCHEN MIDTOWN as a restaurant/bar, and for no other use or purpose, for and during the term of SIXTY (60) MONTHS, beginning on the 1st day of MAY 2025, and ending on the 31st day of May 2030.

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or Agent, at the Office of Agent, as fixed minimum rent for said Premises for the whole term hereunder, the sum of Two-Hundred Forty-Seven Thousand Seven Hundred Thirty-One Dollars and NO/100 (\$247,731.00) Dollars, which said sum is payable in the amount and manner, and for the rental period, hereinafter set forth:

5/1/25 - 10/31/25	\$3,000 per month
11/1/25 - 10/31/26	\$3,300 per month
11/1/26 - 10/31/27	\$3,630 per month
11/1/28 - 05/31/30	\$3,993 per month
06/01/30 - 05/31/31	\$4,392 per month

LESSEE AGREES TO MAKE THESE PAYMENTS ON THE 1ST DAY OF THE MONTH TO GREENE PROPERTIES, INC AT 51 NORTH FLORIDA STREET, MOBILE, AL 36607 OR A PLACE THAT LESSOR SPECIFIES.

If Lessee is entitled to and properly exercises its Renewal Option in accordance with the terms of Article 46 of this Lease, the Base Rent payable with respect to the Renewal Lease Term shall be an amount as determined pursuant to Article 46 hereof.

Lessee will have all utilities for the building and said Premises transferred into Lessee's name upon taking possession of the Premises.

3. SECURITY

THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS: Lessee has deposited with Lessor the sum of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

4. LATE CHARGE

In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late charge of ONE HUNDRED FIFTY AND 00/100 (\$150.00) DOLLARS for each rental installment which is delinquent for seven (7) days or more.

5. POSSESSION

The Lessor covenants that the Lessee on paying the fixed minimum rent, hereafter referred to as "rent", and additional rent reserved, if any, and performing all the covenants and agreements herein contained shall peacefully and quietly have, hold and enjoy the Premises. Provided, however, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of said Premises provided the Lessor shall exercise due diligence and effort to place the Lessee in possession.

6. ALTERATIONS

Lessee will make no structural, mechanical, electrical or plumbing alterations in or to said Premises without the written consent of the Lessor, or Lessor's agent, which consent shall not be unreasonably withheld, and in no event shall Lessee paint sprinkler heads, if sprinkler system exists on leased Premises.

7. ADDITIONAL
LESSEE'S DUTIES

Lessee will replace all plate and other glass, if and when broken due to negligence by the Lessee. Lessee will pay all bills for sewer, water, light and gas used on said Premises, together with all electrical, plumbing (above ground), interior ceilings and interior ceiling support systems, heating, air conditioning, and other mechanical installations and/or systems therein, in good order, condition, and repair, including replacement if necessary, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after ten days' written notice, and the Lessee will pay the Lessor the costs and expenses thereof, together with interest thereon at the highest legal rate, not to exceed 10% per annum, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be secured as additional rent under the terms of this lease. Lessee will be responsible for maintenance, repair and replacement of the HVAC unit up to \$500.00 per annum. Lessor will be responsible for maintenance, repair and replacement of the HVAC unit above and beyond \$500.00 per annum. Lessee to maintain a service agreement with a certified HVAC service technician to maintain and service the unit no less frequently than every six months.

Lessee shall maintain the Premises including its parking lots and yard areas in a clean and neat condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpsters providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the Premises. However, Lessee shall not be obligated to repave or reseal parking lot.

8. LESSOR RELEASED

Lessor shall not be liable for any loss or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of elevators, heating, air conditioning, other mechanical installations and/or systems electric wiring, pipes, closets or plumbing, or any one of them, nor shall Lessor be liable for any damage to any property on said Premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

9. ORDINANCES AND NUISANCES'

Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the building and Premises hereby let, and the streets and highways bounding the same are concerned, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof. Lessee will not commit any waste of the Premises, or permit the same to be done, and will take good care of said building and said Premises at all times. If demised Premises, or any part thereof, consist of first floor space, adjacent upon the street, or alley, the Lessee will keep the sidewalk and curb in front thereof or adjacent thereto clean, and save harmless the Lessor from all damages or claims for damages for failure so to do.

Lessee shall not conduct or permit any activity on the Premises, nor shall Lessee allow the emission of loud noises or offensive odors, so as to disturb adjacent tenants or property owners.

10. OVERLOADING

Lessee will not overload the building, its floors, roof, walls or elevators and shall be liable for all damages to the Premises or other consequences of overloading and Lessee assumes the further responsibility to determine the extent to which the Premises may be used without violating this provision.

11. DEFAULT

Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at the option of the Lessor to: (1) annul and terminate this lease, and thereupon re-enter and take possession of the Premises; or (2) re-enter and re-let said Premises from time to time, as agent of the Lessee, and such re-entry and/or re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let in such event, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default:

- (a) In the event the Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder.
- (b) In the event Lessee removes, attempts to remove or permits to be removed from said Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.
- (c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on the Premises, or upon the interest of the Lessee in this lease.
- (d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt.
- (e) In the event an assignment for the benefit of creditors is made by the Lessee.
- (f) In the event of the appointment of a Receiver of Lessee's property.
- (g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates said Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said Premises for the purposes herein specified.
- (h) In the event that Lessee shall cause or allow a mechanics and material men's lien to accrue against the Premises.
- (i) In the event the Lessee substantially and materially violates any of the other terms, conditions or covenants on the part of the Lessee herein contained.

12. ACCELERATION

Upon default, breach of condition, or upon the termination of this lease or re-entry upon the Premises for any one or more of the causes set forth above, or upon any termination of this lease or re-entry of said Premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under the provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the Premises shall have been surrendered to or taken by the Lessor.

13. IMPROVEMENTS

All improvements and additions to the leased Premises shall adhere to the Premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Lessee and may be removed by the Lessee upon the expiration or termination of this lease and said Lessee restores the building and Premises to its original condition, natural wear and tear excepted.

14. FIRE/WIND AND OTHER CASUALTIES

If the Premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause, without fault of the Lessee, then, and in that event, the Lessor shall have the option within thirty (30) days from the time such damage shall have occurred to elect whether Lessor shall or shall not repair and restore said building to its original shape and condition, and the Lessee shall be notified of such election in writing. Should Lessor elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed.

	Should Lessor fail to elect to repair or restore the Premises, Lessee may at Lessee's election, within thirty (30) days from the expiration of said thirty (30) day period, either terminate this lease or elect to repair or restore said Premises at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing; and provided that if Lessee elects to repair or restore said Premises such repairs or restoration shall be commenced immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent shall be allowed from the time such damage occurs until the repairs or restoration are completed.
15. NOTICES	Except under those circumstances where it is requisite that notice be given to the Lessee at the demised Premises, any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Lessor or for the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified mail, or any national courier service such as FedEx or UPS with signature delivery, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing.
16. SIGNS, ETC.	The Lessee shall not display or erect, or cause to be painted on or affixed to, the demised Premises (improvements or ground), any lettering, signs, advertisements, awnings, or other projections thereon, without the written consent of the Lessor first sought and obtained, which consent shall not be unreasonably withheld. The Lessee's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Lessor may reasonably require.
17. SURRENDER	At the expiration of the tenancy herein created, Lessee shall surrender the leased Premises in the same condition of cleanliness, repair and shiftness as the leased Premises was in upon the commencement of business under this lease unless meanwhile repaired or improved, in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the leased Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combination on locks, safes and vaults, if any, in the leased Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.
18. ATTORNEY'S FEE	In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of said Premises, or for advice or service incident to the breach of any other condition of this lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued against the furniture and effects of the Lessee, located upon the leased Premises, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease.
19. WAIVER OF EXEMPTIONS	In order to further secure the prompt payment of said rents, and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages and cost that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.
20. EASEMENTS	No representation on the part of the Lessor, or Agent, is herein contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running with the land affecting the property or improvements herein demised, and to the extent only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of the County in which said Premises are located, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescriptions and covenants running with the land, and zoning ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee.
21. INDEMNITY	The Lessee will indemnify and save harmless the Lessor and Agent from all fines, suits, claims, demands and action of any kind of nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage or expense caused by injuries to persons or property, while in, on, or about said Premises herein leased; and any and all property of said Lessee which may be located or stored either in the demised Premises or the building of which the demised Premises form a part shall be at the sole risk of said Lessee.
22. LIABILITY INSURANCE	Lessee shall maintain at Lessee's expense public liability insurance covering the Premises and operations of Lessee having limits of liability of not less than \$1,000,000 bodily injury per occurrence plus \$1,000,000 property damage per occurrence, or a Combined Single Limit of liability not less than \$1,000,000 per occurrence. Such policy shall name Lessor (Greene Properties, Inc.) as an additional insured and shall require that Lessor be given thirty (30) days advance notice in event of cancellation or material change, and shall furnish to Lessor a Certificate of Insurance as evidence of compliance with this requirement.
23. STEAM BOILER	Lessee is strictly prohibited from installing and operating a steam boiler on the Premises without written permission of Lessor, and such permission will be granted only after Lessee provides satisfactory proof of specific boiler explosion insurance with limits adequate to cover damage to Lessor's Premises.
24. LESSOR'S RIGHTS CUMULATIVE	The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor, or Lessor's Agent.
25. SEVERABILITY	If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
26. HOLDING OVER	Any holding over after the expiration of the term hereof, without the consent of the Lessor, shall be construed to be a tenancy from month-to-month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to One Hundred percent (100%) of the monthly rental as specified herein; but nothing in this section shall be construed as consent by Lessor to any holding over or as a waiver of any rights of Lessor otherwise provided for herein. If the Lessee continues

	to remain in the Premises after the expiration of the said term or after a forfeiture incurred, the Lessor, at any time, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the Lessee in writing of this election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten (10) days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.
27. CONDITION	Nothing herein contained shall be construed as a warranty that said Premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Lessor nor the Lessor's Agent have made no representation or promise with respect to said building or the demised Premises except as herein expressly set forth.
28. MAINTENANCE AND REPAIRS	Lessor shall maintain and keep in good repair the roof and exterior walls of the buildings located on the Premises, underground plumbing and electrical, exclusive of glass and doors. However, Lessor shall not be obligated to make any repairs or do any other work on or about the Premises or to any equipment thereon, except as otherwise stated herein. Lessor reserves the right after reasonable notice and at any time to enter upon said Premises himself, his workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about said Premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make; and such repairs shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment, stock, and furnishings, and as to protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work. Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to by him under this lease, the Lessor may enter the Premises and make such repairs, replacements and undertake such maintenance under the same conditions hereinabove set out, and the cost thereof shall be payable by the Lessee on demand, together with interest at the highest legal rate not to exceed 10% per annum and which said sum shall be secured as additional rent under the terms of this lease.
29. INSPECTION	Lessor reserves the right to visit and inspect said Premises at all reasonable times, and to show said Premises to prospective tenants and purchasers, and to display "For Sale" signs on the Premises, and during the last six (6) months of this lease to display "For Lease" signs on said Premises.
30. EMINENT DOMAIN	If the whole of the demised Premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said Premises, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the lease. If but a part of the demised Premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to the property remaining, and provided such property remaining is capable of continued use and enjoyment by the Lessee for the uses and purposes provided for hereunder, and the Lessee shall not be entitled to any award that may be made for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Lessee. However, the rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of said remaining property and whether such taking will decrease Lessee's business.
31. CONDEMNATION	In the event the improvements on the Premises here demised are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a) terminate this lease as herein provided, or (b) make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to the Lessee within thirty (30) days of the date of the receipt of the order of condemnation from the Public Authority, and the Lessee shall then have thirty (30) days from the receipt of the Lessor's notice to exercise his election, to (a) surrender possession of the Premises or (b) continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either the Lessor or Lessee as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent. PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in the event the options or elections hereinabove provided for shall be exercisable in the manner above provided, only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of his election to contest the order of condemnation within thirty (30) days after receipt of same.
32. SAFETY	If any Public Authority requires structural or other repairs or changes to the Premises here demised, (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all of any of which are required by virtue of the Lessee's use of the Premises, then such changes, repairs or additions, etc., shall be promptly made after notice thereof solely at the Lessee's expense, and upon the Lessee failing or refusing to do so, the Lessor may (a) consider this lease in default, or (b) make such repairs, changes or additions, etc., at the Lessee's cost and expense and such sums so expended together with interest thereon at the highest legal rate, not to exceed 10% per annum, shall be payable on demand and be secured as additional rent hereunder.
33. ADJOINING PROPERTY	Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure, which may exist or be erected adjacent to said Premises shall in no way affect this lease or impose any liability on Lessor.
34. SUCCESSORS IN INTEREST	Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of their respective successors in interest, heirs, executors, administrators or personal representatives" as fully as if said quoted words were inserted after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of this lease, or subleasing of the Premises except on the conditions here imposed.
35. MORTGAGE	This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Premises, and to all advances made or hereafter to be made upon the security thereof. The Lessee binds and obligates himself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage, or not, the Lessee's absolute right to

	quiet enjoyment of the Premises demised shall be maintained so long as Lessee shall pay all rentals and perform all duties required of Lessee hereunder.
36. "LESSEE" DEFINED	The word "Lessee" includes the plural as well as the singular and if there be more than one Lessee, a breach of condition or default by any one shall at the Lessor's option, bind all of the Lessees equally under the terms of this lease. The term Lessee also includes natural persons, partnerships, corporations, limited liability companies, other entities, or any combination thereof.
37. RIDERS	All riders attached hereto are by reference made a part hereof and any terms or conditions of such rider, in conflict or inconsistent with the printed lease, shall supersede and control.
38. CAPTIONS	The captions in the margins of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.
39. LIMITATION OF LIABILITY	Lessee agrees that there shall be absolutely no personal liability on the part of the Lessor or Agent with respect to any of the terms, covenants and conditions of this Lease. Lessee shall look solely to the interest of the Lessor in the Premises for the satisfaction of each and every remedy of Lessee in the event of any breach of the Lessor, its successor and assigns, of any of the terms, covenants and conditions of this lease to be performed by the Lessor.
40. AUTHORITY TO EXECUTE	This lease contains the entire and only agreement between the parties concerning the Premises and no oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way except by a writing executed by Lessor and Lessee, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement. This agreement shall not be binding until it shall have been executed by Lessee and Lessor.
41. ENVIRONMENTAL INDEMNIFICATION BY LESSEE	Lessee shall unconditionally indemnify, defend and hold Lessor harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which solely arise from or are related to Lessee's use of the Premises and (1) the imposition or recording of a lien, the incurring of costs or required repairs, clean up or detoxification and removal under any Hazardous Materials Law with respect to the Premises or liability to any third party in connection with any violation of a Hazardous Materials Law by Lessee; (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises unto the environment arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by Lessee at the Premises; (3) loss of value of the Premises as a result of any such lien, clean up, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by the use of any such hazardous or toxic substance, pollutants, contaminants, or wastes after the commencement date of this lease; and (4) foreseeable and unforeseeable incidental and consequential damages related to the foregoing. Such indemnification shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall not be responsible for the condition of the Premises, which existed prior to the date of the execution of this lease.
42. ASSIGNMENT/ SUB-LEASING	Each and every transfer or assignment of this lease by the Lessee or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.
43. EXCULPATION	Anything to the contrary contained in this lease notwithstanding, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of the Lessors individually or collectively with respect to any of the terms, covenants, conditions and provisions of this lease, and Lessee shall look solely to the equity of Lessor, their respective heirs, personal representatives, successors and assigns in the leased premises for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor, or in the event of any liability on the part of Lessor.
44. IMPROVEMENTS	The Lessor will make up to \$0.00 in improvements to the building and/or property at the request of the Lessee. The improvements will be part of the building and/or property and will not be removed at the end of the lease.
45. RIGHT OF FIRST OFFER TO PURCHASE	If, at any time during the Term of this Lease, Lessor elects to sell the Property (or any portion thereof containing the Building), including by means of a sale directly or indirectly of the partnership interests, membership interests, stock, or other equity interests of Lessor or by means of a merger of Lessor, to any third-party purchaser, Lessor shall provide written notice to Lessee of the terms and conditions upon which Lessor would be willing to sell the Property (or such portion of the Property) (the "Lessor Notice"). Lessor Notice shall set forth the material economic terms and conditions (including, without limitation, a statement regarding whether the Property (or such portion) will be sold free and clear of all deeds of trust, mortgages, or other similar instruments affecting the Property) under which Lessor is willing to sell the Property (or such portion) to Lessee (the "Material Terms"), but shall not constitute an agreement between the parties or an offer to sell such Property. Lessor agrees to bargain in good faith on any terms not stated in Lessor's Notice. Lessee shall have thirty calendar days after receipt of Lessor's Notice (the "Tenant Response Period") to notify Lessor in writing whether or not Lessee desires to purchase the Property on the terms stated in Lessor's Notice (the "Lessee's Notice"). If Lessee notifies Lessor of Lessee's desire to purchase the Property within the Lessee Response Period, Lessor and Lessee shall promptly enter into a purchase and sale agreement for the Property on the Material Terms stated in Lessor's Notice. If: (i) Lessee either: (A) elects not to purchase the Property on the terms and conditions stated in Lessor's Notice; or (B) fails to deliver Lessee's Notice to Lessor within the Lessee Response Period; or (ii) if Lessee delivers a Lessee's Notice, but Lessor and Lessee fail to agree on and execute a purchase and sale agreement within thirty days after the date of Lessor's receipt of Lessee's Notice, then Lessee shall be deemed to have waived its right of first offer to purchase the Property, and Lessor shall have the right thereafter, without any further notice to Lessee, to offer the Property for sale, and to sell the Property, to any party upon all of the Material Terms and for a purchase price not less than 95% of the purchase price stated in the Lessor's Notice, free and clear of the Lessee's right of first offer set forth in this Article 45, provided that any such transfer shall be subject to all of the terms and conditions in this Lease. If, however, within ninety days after the date Lessee waived (or is deemed to have waived) its right to purchase the Property (or such portion), Lessor offers the Property to a third party upon Material Terms that are more favorable to the purchaser than the Material Terms contained in the Lessor's Notice, or for a purchase price that is less than 95% of the purchase price that was,

offered to Lessee in Lessor's Notice, Lessor shall re-offer the Property (or such portion) to Lessee on the terms offered to such third party (the "Lessor's Revised Notice") and the same procedures shall apply with respect to Lessor's Revised Notice as are set forth above with respect to Lessor's Notice.

Notwithstanding any terms in this Lease to contrary, Lessee shall have the option to purchase the Property from Lessor at the expiration of the initial lease term or any renewal term at the Property's then fair market value based upon an arm's length transaction. Lessee shall notify Lessor in writing not less than ninety days prior to the expiration of the lease term that Lessee intends to exercise its option to purchase the Property.

46. RENEWAL OPTION

Lessee shall have the right to renew the Term of this Lease ("Renewal Option") for an additional term of FIVE (5) years ("Renewal Lease Term") commencing on the day following the expiration of the Primary Lease Term, provided that each of the following occurs:

- (a) Lessor receives initial notice of the exercise of the Renewal Option ("Initial Renewal Notice") not more than ninety (90) and not less than sixty (60) days prior to the Expiration Date of the Primary Lease Term.
- (b) No continuing and uncured monetary Event of Default exists at the time that Lessee delivers its Initial Renewal Notice, at the time Tenant delivers its Binding Renewal Notice, and/or at the commencement of the applicable Renewal Lease Term.
- (c) The Lease has not been assigned by Lessee prior to the date Lessee delivers its Initial Renewal Notice or prior to the date Lessee delivers its Binding Renewal Notice.

Rent Payable During the Renewal Lease Term.

- (a) The Base Rent rate payable during the Renewal Lease Term shall equal the greater of: (i) the annual Base Rent payable immediately prior to the commencement of the Renewal Lease Term; or (ii) the then Prevailing Market Rental Rate for the Premises.
- (b) Lessee shall pay Percentage Rent to Lessor during the Renewal Lease Term as provided in this Lease.

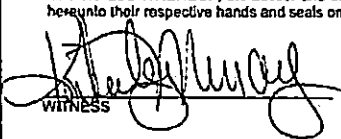
Binding Renewal Notice/Rejection Notice.

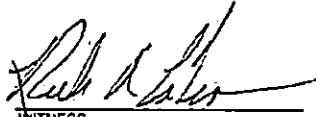
- (a) Within ten (10) Business Days after receipt of Lessee's Initial Renewal Notice, Lessor shall advise Lessee of the applicable Base Rent rate for the Premises during the Renewal Lease Term. Lessee shall, within ten (10) after the date on which Lessor advises Lessee of the applicable Base Rent rate for the Renewal Lease Term, either: (i) give Lessor final binding written notice ("Binding Renewal Notice") of the exercise of Lessee's Renewal Option; or (ii) if Lessee disagrees with Lessor's determination of the applicable Base Rent for the Renewal Lease Term, provide Lessor with written notice of rejection ("Rejection Notice"). If Lessee fails to provide Lessor with either a Binding Renewal Notice or a Rejection Notice within such 10-day period, Lessee's Renewal Notice shall be null and void and of no further force and effect.
- (b) If Lessee provides Lessor with a Binding Renewal Notice, Lessor and Lessee shall enter into a Lease Renewal Amendment prepared by Lessor upon the terms and conditions set forth herein. If Lessee provides Lessor with a Rejection Notice, Lessor and Lessee shall work together in good faith to agree upon the Prevailing Market Rental Rate for the Premises during the Renewal Lease Term. Upon agreement, Lessee shall provide Lessor with a Binding Renewal Notice and Lessor and Lessee shall enter into the Lease Renewal Amendment in accordance with the terms and conditions hereof. Notwithstanding the foregoing, if Lessor and Lessee are unable to agree upon the Prevailing Market Rental Rate for the Premises within five (5) Business Days after the date on which Lessee provides Lessor with a Rejection Notice, Lessor and Lessee agree to submit the dispute to two (2) neutral licensed commercial real estate agents doing business in Mobile, Alabama for resolution of the Prevailing Market Rental Rate. Notwithstanding the foregoing, Lessee shall have the right, within five (5) Business Days after the final determination of Prevailing Market Rent Rate (whether by agreement of the commercial real estate agents or otherwise), to withdraw its exercise of the Renewal Lease Term ("Lessee's Withdrawal Right").
- (c) If Lessee is entitled to and properly exercises its Renewal Option, Lessor shall prepare an amendment ("Lease Renewal Amendment") to reflect the changes in the Base Rent, the Expiration Date, and other appropriate terms. The valid exercise by Lessee of the Renewal Option shall be fully effective whether or not the Lease Renewal Amendment is executed.

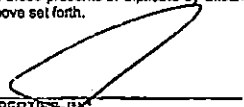
Prevailing Market Rental Rate.

For purposes hereof, "Prevailing Market Rental Rate" shall mean the arm's-length fair market annual rental rate under renewal leases entered into on or about the date on which the Prevailing Market Rental Rate is being determined hereunder for space comparable to the Premises and in buildings comparable to the Building in the vicinity of the Premises. The determination of the Prevailing Market Rental Rate shall take into account any material economic differences between the terms of this Lease and any comparison lease, such as rent abatements, construction costs, other concessions, and the manner, if any, in which the landlord under any such lease is reimbursed for operating expenses and taxes. The determination of the Prevailing Market Rental Rate shall also take into consideration any reasonably anticipated changes in the Prevailing Market Rental Rate from the time such Prevailing Market Rental Rate is being determined and the time such Prevailing Market Rental Rate shall become effective under this Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents in triplicate by affixing hereunto their respective hands and seals on the day and date first above set forth.


WITNESS


WITNESS


GREENE PROPERTIES, INC.
LESSOR

By: J. David Greene

As Its: President


QUEEN LILLY XXXI, LLC
LESSEE

By: Steven Watford

As Its: Managing Member

Lessor's Address:

51 N. FLORIDA STREET
MOBILE, AL 36607

Lessee's Address:

306 DAUPHIN STREET
MOBILE, AL 36602

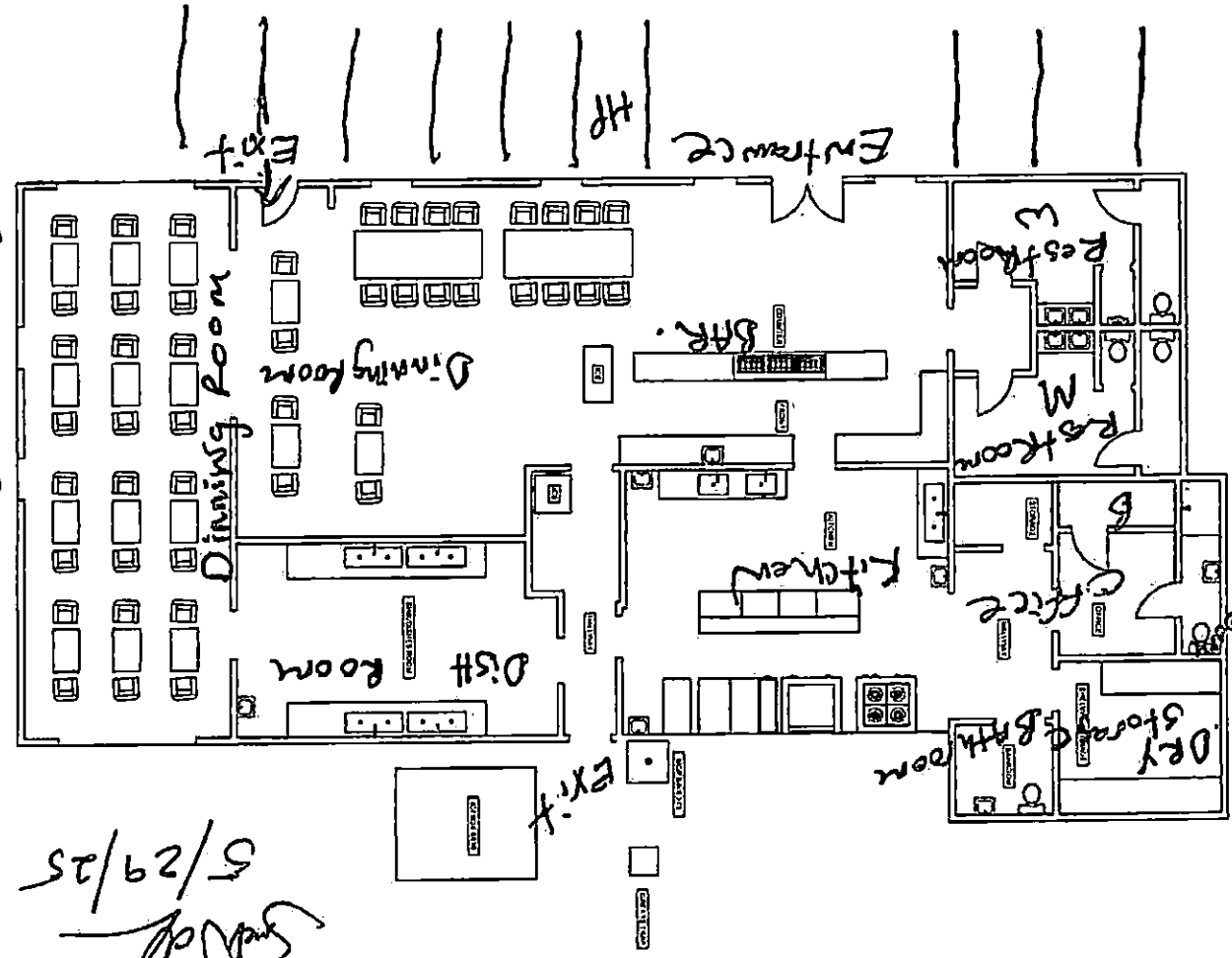


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name Queen Lilly XXXI, LLC				Trade Name (DBA) Stevies Kitchen Midtown			
Company Physical Address (Street Address, Suite #) 110 South Florida St.				City Mobile	State AL	Zip Code 36606	
Business Contact Person Information							
Name Steve Watford		Title Owner		Phone (251) 656-7356		Email stevieskitchen@comcast.net	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 3400	Parking Provided 14	Parking Required 12	Compliance Yes		Zoning B-2	Approved Yes	
Comments N/A							
Print Name D. Logan Anderson		Signature 				Date 06/18/2025	



5/29/25
[Signature]

D/B/A Stevie's Kitchen MidTown
 116 South Florida Street
 Mobile

SX.X NO. 1000-100000 ISSUED 10/1/80	STEVIE'S KITCHEN		REV. DATE A 04/01/18 PRELIMINARY	BY [Signature]	DATE 04/01/18	OWNER ADDRESS CITY, STATE



Planning & Zoning Department

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

PERMIT NUMBER

ZC-154701-2025

Issue Date: 05/12/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022907230006272.	110 S Florida St	

Business Name	Issued To	Zoning Districts
Queen Lilly XXXI LLC /dba Stevie's Kitchen Midtown	Name: Steven Watford Company: Queen Lilly XXXI LLC /dba Stevie's Kitchen Midtown Address: 110 S Florida St MOBILE, AL 36606 Phone: (251) 656-7356	B-2

This Zoning Classification Allows the property to be used for:
Restaurant

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Tiffany Randolph

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

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds, District 4

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

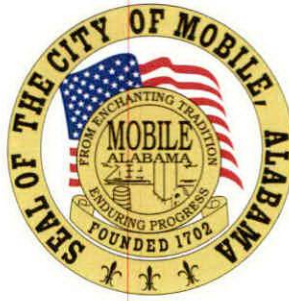
Type of application: Restaurant Retail Liquor License

Submitted by: Gonzalez Restaurants, LLC

Location: El Patio
4451 Government Boulevard
Mobile, AL 36693

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

TRACY GREGORY

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/27/2025	NEW APPLICATION	2025 - 5732	130563	4	July 8, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

GONZALEZ RESTAURANTS LLC

Trade Name (DBA)

EL PATIO

Location Address

4451 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36693

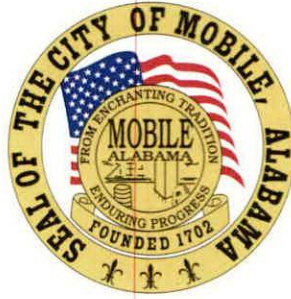
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
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DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/27/2025	NEW APPLICATION	2025 - 5732	130563	4	July 8, 2025

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Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

GONZALEZ RESTAURANTS LLC

Trade Name (DBA)

EL PATIO

Location Address

4451 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36693

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
05/27/2025	NEW APPLICATION	2025 - 5732	130563	4	July 8, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

GONZALEZ RESTAURANTS LLC

Trade Name (DBA)

EL PATIO

Location Address

4451 GOVERNMENT BLVD

City, State, Zip Code

MOBILE AL 36693

Contact Person Information				
Name	Title	POA	Phone	Email
VIDAL GONZALEZ	OWNER		(251) 209-4555	DNC36693@GMAIL.COM

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

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date 05/27/2025	Application Type NEW APPLICATION	Application Number 2025 - 5732	License Account # 130563	Council District 4	Council Agenda Date July 8, 2025
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name GONZALEZ RESTAURANTS LLC			Trade Name (DBA) EL PATIO		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 09/03/2024	SOS Entity ID 001-152-627	State AL	County MOBILE
Federal Tax ID (FEIN) 30-1423484	Alabama State Sales Tax ID R012266701	Business Phone Number (251) 408-9018			
Physical Address (Street Address, Suite #) 4451 GOVERNMENT BLVD		City MOBILE	State AL	Zip Code 36693	
Mailing Address (Street Address, Suite #, PO Box) 4451 GOVERNMENT BLVD		City MOBILE	State AL	Zip Code 36693	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information Name VIDAL GONZALEZ		Title OWNER	POA	Phone	Email DNC36693@GMAIL.COM
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name BIGTIME PROPERTIES LLC		Property Owner Phone Number (251) 554-1439		Property Owner Email NYESTE@COMCAST.NET	
Property Owner Mailing Address (Street Address, Suite #, PO Box) P O BOX 9855		City MOBLE	State AL	Zip Code 36691	
Bldg Square Footage 3,000	Bldg Seating Capacity 200	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) VIDAL GONZALEZ				Title OWNER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
YES	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition			
	DUI	DAPHNE POLICE DEPARTM					
	DUI	MOBILE POLICE DEPARTM		1 YEAR PROBATION			
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
Full Name (Last, First, Middle) DEL ANGEL FLORES IRIS VIOLETA				Title MEMBER		Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
YES	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition			
	DUI	DAPHNE POLICE	03/18/2025	1 YEAR PROBATION			
	DUI	MOBILE POLICE	11/06/2016	1 YEAR PROBATION			
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)				
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) N/A		Title	Date of Birth	Driver's License (State, Number)			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number		
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES							

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

VG

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

VG

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

VG

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

VG

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

VG

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

VG

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

VG

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Vidal Gonzalez

Owner/Applicant/POA Signature

Vidal Gonzalez

Date of Application Signature

6/17/2025

Title of Person Signing this Application

Owner

Sworn to and subscribed before me this 16th day of June 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

June 17, 2025



EL PATIO

4451 GOVERNMENT BOULEVARD

MOBILE, AL 36693 USA

ACCOUNT NUMBER: 130563 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2076265	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertizing requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

GONZALEZ RESTAURANTS LLC

dba

EL PATIO

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

4451 GOVERNMENT BLVD

, Mobile, Alabama.

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

July 8, 2025

for application number **2025 - 5732**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

GONZALEZ RESTAURANTS LLC

dba

EL PATIO

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

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- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

Notice of Public Hearing



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250422142324948

Type License: 020 - RESTAURANT RETAIL LIQUOR

State: \$300.00 **County:** \$300.00

Type License:

State: **County:**

Trade Name: EL PATIO

Filing Fee: \$50.00

Applicant: GONZALEZ RESTAURANTS LLC

Transfer Fee:

Location Address: 4451 GOVERNMENT BLVD MOBILE, AL 36693

Mailing Address: 4451 GOVERNMENT BLVD MOBILE, AL 36693

County: MOBILE **Tobacco sales:** NO

Tobacco Vending Machines:

Product Type:

Type Ownership: LLC

Book, Page, or Document info: 001-152-627

Do you sell Draft Beer?:

Date Incorporated: 09/03/2024 **State incorporated:** AL

County Incorporated: MOBILE

Date of Authority: 09/03/2024

Federal Tax ID: 30-1423484

Alabama State Sales Tax ID: R012266701

Name:	Title:	Date and Place of Birth:	Residence Address:
VIDAL GONZALES JL	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: VIDAL GONZALEZ

Business Phone: 251-408-9018

Fax:

Home Phone: 251-209-4555

Cell Phone: 251-209-4555

E-mail: DNC36693@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250422142324948

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **BIGTIME PROPERTIES LLC 251-554-1439**
What is lessors primary business? **PROPERTY RENTAL**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **3000** Display Square Footage:
Building seating capacity: **200** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **YES**

Name:	Violation & Date:	Arresting Agency:	Disposition:
VIDAL GONZALEZ	DUI NOV 2024	DAPHNE POLICE DEPARTMENT	DO DISPOSITION YET. GOING TO COURT ON APRIL 29,2025
VIDAL GONZALEZ	DUI JULY 2016	MOBILE POLICE DEPARTMENT	1 YEAR PROBATION



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250422142324948

Initial each

☐ VG
☐ VG

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

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

☐ VG

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

☐ XX

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

☐ XX

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

☐ XX

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

☐ VG

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

☐ VG

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

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

☐ VG

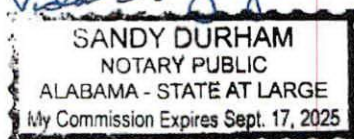
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Vidal Gonzalez

Signature of Applicant: Vidal Gonzalez

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20250422142324948
Application Payment Confirmation Number: 108775178

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

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged		\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

License Type 2:

License County: MOBILE

Business Type: LLC

Trade Name: EL PATIO

Applicant Name: GONZALEZ RESTAURANTS LLC

Location Address: 4451 GOVERNMENT BLVD
MOBILE, AL 36693

Mailing Address: 4451 GOVERNMENT BLVD
MOBILE, AL 36693

Contact Person: VIDAL GONZALEZ

Contact Home Phone:

Contact Business Phone: 251-408-9018

Contact Fax:

Contact Cell Phone:

Contact Email Address:

Contact Web Address:

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:

Gonzalez Restaurants, LLC

This name reservation is for the exclusive use of Douglas Baymiller, 11 N. Water
St., Suite 10290, Mobile, AL 36602 for a period of one year beginning September
03, 2024 and expiring September 03, 2025



RES175560

**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.**

September 03, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen".

Wes Allen

Secretary of State

**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:

Gonzalez Restaurants, 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): Douglas Baymiller

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

11 N. Water St., Suite 10290 Mobile, AL 36602

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-152-627	DLL
Date	09/03/2024
Time	17:03:00
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 9 / 3 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 05 : 03 ☐ 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).

9 / 3 / 2024
Date (MM/DD/YYYY)

Douglas A. Baymiller

Signature as required by 10A-5A-2.04

Incorporator/Organizer

Typed title (organizer or attorney-in-fact)

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

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

001811.613355.253665.19991 1 MB 0.622 532




GONZALEZ RESTAURANTS LLC
VIDAL GONZALEZ SOLE MBR
5921 DIXIE LN
MOBILE AL 36693

001811

Date of this notice: 09-20-2024

Employer Identification Number:
30-1423484

Form: SS-4

Number of this notice: CP 575 6

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

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 30-1423484. This EIN will identify your entity, 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 visit, www.irs.gov/einnotrequested.

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.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and 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 GONZ. 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. If you do not need to write us, do not complete, and return this stub.

Thank you for your cooperation.



2025

SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

GONZALEZ RESTAURANTS LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012266701	01/1/2025	12/31/2025

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

NON-TRANSFERABLE

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

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

11 N WATER ST STE 10290 MOBILE AL 36602-5010



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Lot 2 LEE'S S/D MBK 106/35 # SEC 11 T5S R2W # MP3301
11 3 002

Ownership Type

Company Name

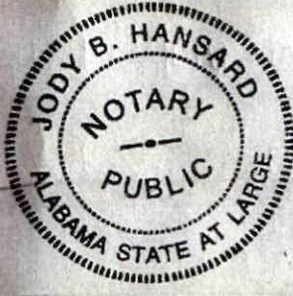
The above described property is ☐ Owned ☒ Leased to/by Vidal Gonzalez

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

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

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

Sworn to and subscribed before me this 28 day of May 20 25

Notary Printed Name <u>Jody B. Hansard</u>	Notary Signature <u>Jody B. Hansard</u>	My (Notary) Commission Expires <u>6/26/2028</u>
Notary Stamp 	Owner of Property (Print Name) <u>Mitch S Nyeste</u>	Applicant Name (Print Name) <u>Vidal Gonzalez</u>
	Owner of Property (Signature) <u>[Signature]</u>	Applicant Name (Signature) <u>[Signature]</u>
	Street Address <u>PO BOX 9855</u>	Street Address <u>[Redacted]</u>
	City, State, Zip <u>Mobile AL. 36691</u>	City, State, Zip <u>[Redacted]</u>
	Date Agreement Signed <u>5/29/2025</u>	Date Agreement Signed <u>5/29/2025</u>

STATE OF ALABAMA
COUNTY OF MOBILE

COMMERCIAL LEASE

THIS LEASE, made this the 20th day of September, 2024, by and between Gonzalez Restaurants LLC" Lessee and Bigtime Properties LLC, hereafter called "Lessor".

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to-wit, together with improvements thereon, hereafter called the "Premises": 4451 Government Blvd, Mobile, Alabama 36693 .

1. DESCRIPTION

The premise consists of approximately 3000 square feet.

2. TERM

For continuous use and occupancy by the Lessee as a restaurant business and for no other different use or purpose on the 1st day of October 2024.

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor or Agent as fixed minimum rent for said Premises for the whole term hereunder as follows:

<u>Term in Months</u>	<u>Monthly Rent</u>	<u>Whole Term</u>
27	\$2,500.00	\$60000.00

Rent is due in advance on or before the first day of each month, without any prior demand therefore, and without any deduction or set off whatsoever. The first 2 month's rent and security deposit (\$2,500.00) shall be paid upon execution of the lease. Rent shall commence as follows: three months rent will be no charge starting 10-1-2024 thru 12-31-24 and 2 months rent paid upfront for January and February 2025. Monthly rent of \$2500.00 is due is due March 2025, and then due monthly thru December 2026.

Utilities for the building and said Premises will be transferred to and paid by the Lessee:

Lessee may have access to the building starting October 1, 2024

Parking Agreement : see addendum A

THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS:

3. PAYMENTS AND NOTICES

All rent and other payments, as described in Sections 39 and 40, payable under this lease shall be paid without any prior demand therefore, and without any deduction or setoff whatsoever. Initially, the gross monthly rent, which is subject to change, shall be three thousand five hundred dollars. (\$2500.00)

LESSOR

Bigtime Properties LLC.
PO Box 9855
Mobile, AL 36691

LESSOR:

Gonzalez Restaurants LLC

Except under those circumstances where it is requisite that notice be given to the Lessee at the demised Premises, any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Lessor or for the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U.S. Registered or Certified mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing, (and as to notice to Lessor, a copy thereof shall be mailed or delivered to the said Agent) as follows"

LESSEE

4. **OPTION** Two years at \$3000.00 beginning 1-15-2026
5. **SECURITY** Lessee has deposited with Lessor the sum of two thousand five hundred dollars, (\$2500.00) as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. Lessor will hold said deposit in an interest-bearing escrow account and retain all interest earned on said deposit. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrued before or after summary proceeding or other re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.
6. **LATE CHARGE** In addition to all other payments provided for in this lease, Lessee shall be assessed with and shall pay a late charge of \$200.00, for each rental installment which is delinquent for five (5) days or more.
7. **POSSESSION** The Lessor covenants that the Lessee on paying the fixed minimum rent, hereafter referred to as "rent", and additional rent reserved, if any, and performing all the covenants and agreements herein contained shall peacefully and quietly have, hold and enjoy the Premises. Provided, however, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of said Premises provided the Lessor shall exercise due diligence and effort to place the Lessee in possession.
8. **LEASE TERMINATION PROVISION** Should Landlord not deliver space to Tenant within 30 days after lease execution, Tenant will have the option to terminate the lease.
9. **LANDLORD IMPROVEMENTS** Landlord to deliver Premises in the following condition: "as is"
10. **VENT HOODS AND FIRE ALARM** Lessee to maintain hood vents (professional cleaning) and fire systems to code and have inspection of Systems 2 times yearly as determined by Lessor's Insurance provider. Lessee must also maintain fire alarm system for insurance purposes.
11. **AGENCY** None
12. **ALTERATIONS** Lessee will make not structural, mechanical, electrical or plumbing alterations in or to said Premises without the written consent of the Lessor, or Lessor's agent, which consent shall not be unreasonably withheld, and in no event shall Lessee paint sprinkler heads, if sprinkler system exists on leased Premises.
13. **ADDITIONAL LESSEE DUTIES** Lessee will replace all plate and other glass, if and when broken; and will replace all lost or broken and will pay all bills for sewer, water, light and gas used on said Premises, together with all electrical, plumbing (above or below the ground), interior ceilings and support systems, heating, air conditioning, sprinkler systems, and other mechanical installations and/or systems therein, in good order, condition, and repair, including replacement if necessary, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after two days' written notice, and the Lessee will pay the Lessor the costs and expenses thereof, together with interest thereon at the highest legal rate, not to exceed 15% per annum, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be secured as additional rent under the terms of this lease.

Lessee shall maintain the Premises keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpsters providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the Premises.

14. LESSOR RELEASED

Lessor shall not be liable for any loss or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of elevators, heating, air conditioning, other mechanical installations and/or systems electric wiring, pipes, closets or plumbing, or any one of them, nor shall Lessor be liable for any damage to any property on said Premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

15. ORDINANCES AND NUISANCES

Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the building and Premises hereby let, and the streets and highways bounding the same are concerned, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof. Lessee will not commit any waste of the Premises, or permit the same to be done, and will take good care of said building and said Premises at all times.

Lessee shall not conduct or permit any activity on the Premises, nor shall Lessee allow the emission of loud noises or offensive odors, so as to disturb adjacent tenants or property owners.

16. OVERLOADING

Lessee will not overload the building, its floors, roof, walls or elevators and shall be liable for all damages to the Premises or other consequences of overloading and Lessee assumes the further responsibility to determine the extent to which the Premises may be used without violating this provision.

17. DEFAULT

Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at the option of the Lessor to: (1) annul and terminate this lease, and thereupon re-enter and take possession of the Premises; or (2) re-enter and re-let said Premises from time to time, as agent of the Lessee, and such re-entry and/or re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let in such event, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default:

- a) In the event the Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder
- b) In the event Lessee removes, attempts to remove or permits to be removed from said Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.
- c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on the Premises or upon the interest of the Lessee in this lease.
- d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt
- e) In the event an assignment for the benefit of creditors is made by the Lessee.
- f) In the event of the appointment of a Receiver of Lessee's property.
- g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates said Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said Premises for the purposes herein specified.
- h) In the event that Lessee shall cause or allow a mechanics and materialmen's lien to accrue against the Premise.
- i) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained.

18. ACCELERATION

Upon default, breach of condition, or upon the termination of this lease or re-entry upon the Premises for any one or more of the causes set forth above, or upon any termination of this lease or re-entry of said Premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under the provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the Premises shall have been surrendered to or taken by the Lessor.

19. IMPROVEMENTS

All improvements and additions to the leased Premises shall adhere to the Premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon the expiration of this lease, provided all terms, conditions and covenants of the within contract have been complied with by the Lessee and said Lessee restores the building and Premises to its original condition, natural wear and tear excepted.

20. FIRE/WIND AND OTHER CASUALTIES

If the Premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause, without fault of the Lessee, then, and in that event, the Lessor shall have the option within sixty (60) days from the time such damage shall have occurred to elect whether Lessor shall or shall not repair and restore said building to its original shape and condition, and the Lessee shall be notified of such election in writing. Should Lessor elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed.

Should Lessor fail to elect to repair or restore the Premises, Lessee may at Lessee's election, within thirty (30) days from the expiration of said sixty (60) day period, either terminate this lease or elect to repair or restore said Premises at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing; and provided that if Lessee elects to repair or restore said Premises such repairs or restoration shall be commenced immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent shall be allowed from the time such damage occurs until the repairs or restoration is completed.

21. SIGNS, ETC.

The Lessee shall not display or erect, or cause to be painted on or affixed to, the demised Premises (improvements or ground), any lettering, signs, advertisements, awnings, or other projections thereon, without the written consent of the Lessor first sought and obtained, which consent shall not be unreasonably withheld. The Lessee's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Lessor may reasonably require.

22. SURRENDER

At the expiration of the tenancy herein created, Lessee shall surrender the leased Premises in the same condition of cleanliness, repair and sightliness as the leased Premises was in upon the commencement of business under this lease unless meanwhile repaired or improved, in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the leased Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combination on locks, safes and vaults, if any, in the leased Premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

23. ATTORNEY'S FEE

In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of said Premises, or for advice or service incident to the breach of any other condition of this lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued against the furniture and effects of the Lessee, located upon the leased Premises, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease.

24. WAIVER OF EXEMPTIONS

In order to further secure the prompt payment of said rents, and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages and cost that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and

all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

25. EASEMENTS

No representation on the part of the Lessor, or Agent, is herein contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running with the land affecting the property or improvements herein demised, and to the extent only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of the County in which said Premises are located, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescriptions and covenants running with the land, and zoning ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches thereof by said Lessee.

26. INDEMNITY

The Lessee will indemnify and save harmless the Lessor and Agent from all fines, suits, claims, demands and action of any kind of nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage or expense caused by injuries to persons or property, while in, on, or about said Premises herein leased; and any and all property of said Lessee which may be located or stored either in the demised Premises or the building of which the demised Premises form a part shall be at the sole risk of said Lessee.

27. LIABILITY INSURANCE

Lessee shall maintain at Lessee's expense public liability insurance covering the Premises and operations of Lessee having limits of liability of not less than \$1,000,000 bodily injury per occurrence plus \$500,000 property damage per occurrence, or a Combined Single Limit of liability not less than \$1,000,000 per occurrence. Such policy shall name Lessor and Lessor's Agent as additional insured's and shall require that Lessor and Agent be given thirty (30) days advance notice in event of cancellation or material change, and shall furnish to Lessor and Lessor's Agent a Certificate of Insurance as evidence of compliance with this requirement.

28. STEAM BOILER

Lessee is strictly prohibited from installing and operating a steam boiler on the Premises without written permission of Lessor, and such permission will be granted only after Lessee provides satisfactory proof of specific boiler explosion insurance with limits adequate to cover damage to Lessor's Premises.

**29. LESSOR'S RIGHTS
CUMULATIVE**

The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor, or Lessor's Agent.

30. SEVERABILITY

If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

31. HOLDING OVER

Any holding over after the expiration of the term hereof, without the consent of the Lessor, shall be construed to be a tenancy from month-to-month, subject to all the terms and conditions hereof except that the monthly rental during any such period of holding over shall be in an amount equal to Two Hundred percent (200%) of the monthly rental as specified herein; but nothing in this section shall be construed as consent by Lessor to any holding over or as a waiver of any rights of Lessor otherwise provided for herein. If the Lessee continues to remain in the Premises after the expiration of the said term or after a forfeiture incurred, the Lessor, at any time, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the Lessee in writing of this election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten (10) days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which

notice is given.

32. CONDITION

Nothing herein contained shall be construed as a warranty that said Premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Lessor nor the Lessor's Agent have made no representation or promise with respect to said building or the demised Premises except as herein expressly set forth.

33. MAINTENANCE AND REPAIRS

Lessor shall maintain and keep in good repair the exterior walls of the buildings located on the Premises, exclusive of glass and door(s). However, Lessor shall not be obligated to make any repairs or do any other work on or about the Premises or to any equipment thereon

Lessor reserves the right after reasonable notice and at any time to enter upon said Premises himself, his workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about said Premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make; and such repairs shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment, stock, and furnishings, and as to protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work. Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to by him under this lease, the Lessor may enter the Premises and make such repairs, replacements and undertake such maintenance under the same conditions hereinabove set out, and the cost thereof shall be payable by the Lessee on demand, together with interest at the highest legal rate not to exceed 15% per annum and which said sum shall be secured as additional rent under the terms of this lease.

34. INSPECTIONS

Lessor or his Agent, reserves the right to visit and inspect said Premises at all reasonable times, and to show said Premises to prospective tenants and purchasers, and to display "For Sale" signs on the Premises, and during the last six (6) months of this lease to display "For Rent" signs on said Premises.

35. EMINENT DOMAIN

If the whole of the demised Premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said Premises, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the lease. If but a part of the demised Premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to the property remaining, and provided such property remaining is capable of continued use and enjoyment by the Lessee for the uses and purposes provided for hereunder, and the Lessee shall not be entitled to any award that may be made for such taking; nor shall such taking constitute a termination of this lease, or a constructive eviction of Lessee. However, the rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of said remaining property.

36. CONDEMNATION

In the event the improvements on the Premises here demised are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a) terminate this lease as herein provided, or (b) make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to the Lessee within thirty (30) days of the date of the receipt of the order of condemnation from the Public Authority, and the Lessee shall then have thirty (30) days from the receipt of the Lessor's notice to exercise his election, to (a) surrender possession of the Premises or (b) continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either the Lessor or Lessee as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent. PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in the event the options or elections hereinabove provided for shall be exercisable in the manner above provided, only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of his election to contest the order of condemnation within thirty (30) days after receipt of same.

37. SAFETY

If any Public Authority requires structural or other repairs or changes to the Premises here demised, (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all of any of which are required by virtue of the Lessee's use of the Premises, then such changes, repairs or additions, etc., shall be promptly made after notice thereof solely at the Lessee's expense, and upon the Lessee failing or refusing to do so, the Lessor may (a) consider this lease in default, or (b) make such repairs, changes or additions, etc., at the Lessee's cost and expense and such sums so expended together with interest thereon at the highest legal rate, not to exceed 15% per annum, shall be payable on demand and be secured as additional rent hereunder.

38. PROPERTY TAXES

Lessor to pay real estate property taxes for land and building described as 4451 Government Blvd Mobile Al 36693. Lessee is responsible to pay its own personal property tax for its own personal property and any others taxes assessed by and for Gonzalez restaurants LLC.

39. LESSEE NOT TO REIMBURSE LESSOR INSURANCE

~~Lessee agrees to pay to Lessor the amount by which the premiums for insurance with all its endorsements payable for any lease year with respect to the demised Premises exceed the amount of such premiums payable at the commencement of the term hereof. In the event premiums payable by Lessor include the common areas, buildings or stores other than the building constituting Lessee's demised Premises in Lessor's property then any such increase in the premises shall be apportioned among the demised Premises and such other buildings and stores to the end that Lessee shall pay only its proportion of any such increase. These monies shall be considered as additional rent and Lessee shall pay all such amounts upon demand by Lessor, which demand shall be accompanied by a statement setting forth the basis of such payments due from Lessor.~~

40. ADJOINING PROPERTY

Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure, which may exist or be erected adjacent to said Premises shall in no wise affect this lease, or impose any liability on Lessor.

41. SUCCESSORS IN INTEREST

Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of "their respective successors in interest, heirs, executors, administrators or personal representatives" as fully as if said quoted words were inserted after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of this lease, or subleasing of the Premises except on the conditions here imposed.

42. MORTGAGE

This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Premises, and to all advances made or hereafter to be made upon the security thereof. The Lessee binds and obligates himself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage, or not, the Lessee's absolute right to quiet enjoyment of the Premises demised shall be maintained so long as Lessee shall pay all rentals and perform all duties required of Lessee hereunder.

43. "LESSEE" DEFINED

The word "Lessee" includes the plural as well as the singular and if there be more than one Lessee, a breach of condition or default by any one shall at the Lessor's option, binds all of the Lessees equally under the terms of this lease. The term Lessee also includes natural persons, partnerships and corporations, other entities, or any combination thereof.

44. ARBITRATION

Wheresoever herein provision has been made for the abatement of rent or the equitable adjustment thereof as in case of damage by fire or other causes, eminent domain or condemnation, it is agreed and understood that in the event the Lessor and the Lessee should fail to agree as to the amount of such adjustment or the duration of time that such adjustment shall apply, that the matter in dispute at the election of either party shall be arbitrated. In order to provide for arbitration, it is further agreed that the Lessor or Lessor's agent shall appoint one arbitrator and the Lessee shall appoint another, and the two arbitrators so appointed shall select a third, and the opinion of the majority of said arbitrators shall in all things be final and binding upon the parties hereto. Any costs incurred in securing arbitration shall be borne equally by and between Lessor and Lessee.

45. RIDERS

All riders attached hereto are by reference made a part hereof and any terms or conditions of such

rider, in conflict or inconsistent with the printed lease, shall supersede and control.

46. CAPTIONS

The captions in the margins of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.

47. LIMITATION OF LIABILITY

Lessee agrees that there shall be absolutely no personal liability on the part of the Lessor or Agent with respect to any of the terms, covenants and conditions of this Lease. Lessee shall look solely to the interest of the Lessor in the Premises for the satisfaction of each and every remedy of Lessee in the event of any breach of the Lessor, its successor and assigns, of any of the terms, covenants and conditions of this lease to be performed by the Lessor.

48. AUTHORITY TO EXECUTE

This lease contains the entire and only agreement between the parties concerning the Premises and no oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way except by a writing executed by Lessor and Lessee, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement. This agreement shall not be binding until it shall have been executed by Lessee and Lessor.

**49. ENVIRONMENTAL
INDEMNIFICATION BY
LESSEE**

Lessee shall unconditionally indemnify, defend and hold Lessor harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which solely arise from or are related to Lessee's use of the Premises and (1) the imposition or recording of a lien, the incurring of costs or required repairs, clean up or detoxification and removal under any Hazardous Materials Law with respect to the Premises or liability to any third party in connection with any violation of a Hazardous Materials Law by Lessee; (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises unto the environment arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by Lessee at the Premises; (3) loss of value of the Premises as a result of any such lien, clean up, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by the use of any such hazardous or toxic substance, pollutants, contaminants, or wastes after the commencement date of this lease; and (4) foreseeable and unforeseeable incidental and consequential damages related to the foregoing. Such indemnification shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall not be responsible for the condition of the Premises, which existed prior to the date of the execution of this lease.

**50. ASSIGNMENT/SUB-
LEASING**

Each and every transfer or assignment of this lease by the Lessee or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.

51. SPECIAL PROVISIONS

Sales and or consumption of alcoholic beverages on premises will not be allowed.

52. EXCULPATION

Anything to the contrary contained in this lease notwithstanding, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of the Lessors individually or collectively with respect to any of the terms, covenants, conditions and provisions of this lease, and Lessee shall look solely to the equity of Lessor, their respective heirs, personal representatives, successors and assigns in the leased premises for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor, or in the event of any liability on the part of Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this as of the day and year first above written and executed in multiple originals being attached and made a part hereof.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY WITH THE SIGNATURES TO FOLLOW]

Lessee : Gonzalez Restaurants LLC

BY: [Signature]
Its: Vidal Gonzalez

Guarantors:

[Signature]
Vidal Gonzalez

[Signature]
Iris Violeta Del Angel Flores

LESSOR, Bigtime Properties LLC

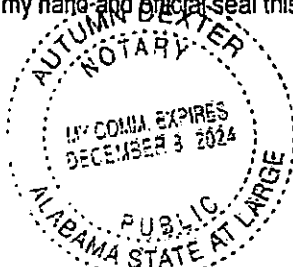
BY: [Signature]
Its: Member Mitch Nyeste
PO box 9855
Mobile, Al 36691

STATE OF ALABAMA)

MOBILE COUNTY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that All Names Above, whose name as Lessee of is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 30 day of Sept, 2019.



Autumn Dexter
Notary Public for the State of Alabama At Large

My Commission Expires: 12/03/2024



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☒ New Business ☐ New Owner ☐ Location Change	☒ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other

License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I)	☐ 011 - Lounge Retail Liquor (Class II)	☐ Package Store	☒ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises)	☐ 050 - Retail Beer (Off Premises Only)	☐ 060 - Retail Table Wine (On/Off Premises)	
☐ 070 - Retail Wine (Off Premises Only)	☐ 090 - Wholesale - Beer	☐ 100 - Wholesale - Wine	☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail	☐ 160 - Special Events - More than 30 Days	☐ 200 Manufacturer	☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Gonzalez Restaurants, LLC	El Patio

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
4451 Government Blvd	Mobile	AL	36693

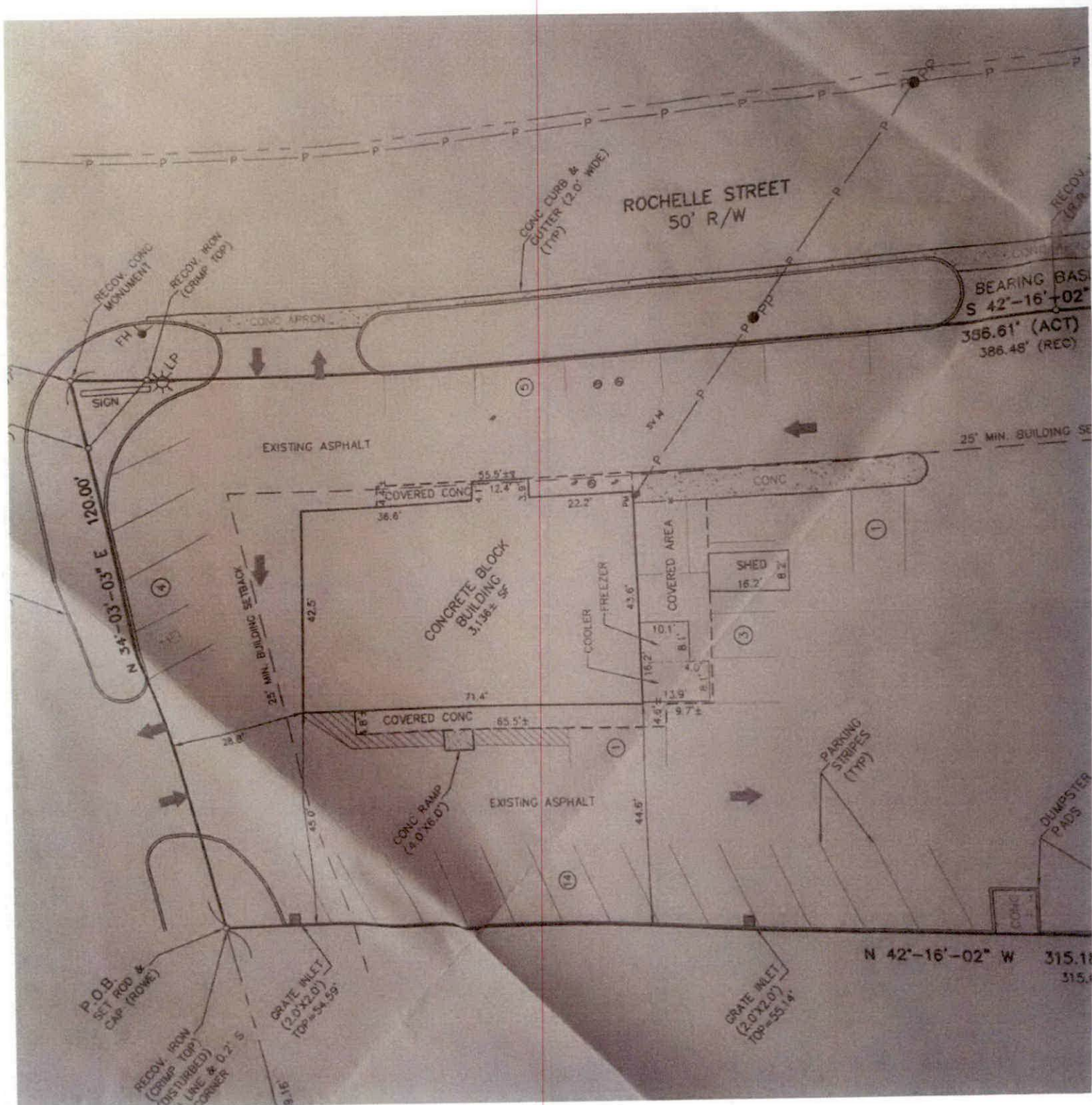
Business Contact Person Information			
Name	Title	Phone	Email
Vidal Gonzalez	Owner	251-204-4555	DNC36693@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved

Comments

Print Name	Signature	Date

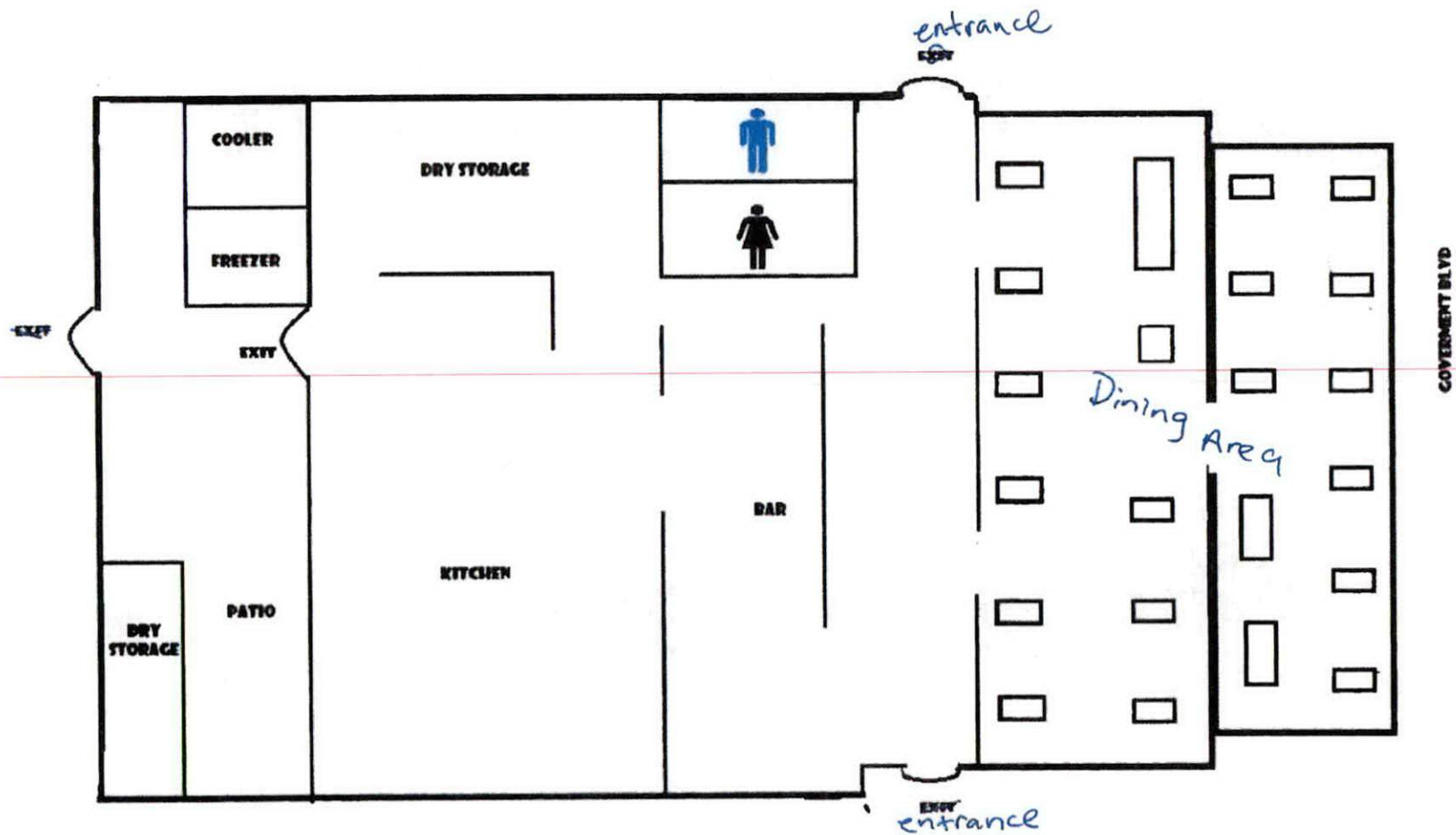


4451 Government Blvd
Mobile, AL. 36693

4/10/25

VED Singh

EL PATIO MEXICAN RESTAURANT



ROCHELLE ST



Planning & Zoning Department

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

PERMIT NUMBER

ZC-146140-2024

Issue Date: 12/11/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023301113002043.	4451 Government Blvd	

Business Name	Issued To	Zoning Districts
GONZALEZ RESTAURANTS LLC dba EL PATIO	Name: VIDAL GONZALEZ Company: GONZALEZ RESTAURANTS LLC dba EL PATIO Address: 4451 Government Blvd MOBILE, AL 36693 Phone: (251) 209-4555	B-2

This Zoning Classification Allows the property to be used for:

FULL SERVICE RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Tiffany Randolph

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

Telephone: 251.208.5895

Fax: 251.208.5896



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: July 1, 2025

SUBJECT: Repeat Weed Lien Invoices G-89

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 89.
Please place these on the City Council's Agenda for July 8, 2025.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528.
Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

REPEAT WEED LIEN							
CONTRACT NUMBER							
GROUP 89						Res. No.	
5/7/2025	1st REPEAT WEED LIEN LETTERS SENT					11-058	
7/8/2025	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
		Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case	Case #	ut with	Assessed	CBO
No.							
1	2474 Boyett St	1		50015	8/16/2022	1	\$ 275.00
2	4312 Midmost Dr	5		50016	12/5/2023	1	\$ 887.23
3	238 Abrams St	1		50017	1/23/2004	1	\$ 50.00 CBO
4	502 Stanton Rd	1		50018	7/2/2024	1	\$ 485.00
5	505 Donald St	1		50019	1/23/2024	1	\$ 50.00 CBO
6	2154 Senator St	5		50020	1/17/2023	2	\$ 413.00
7	2466 Bragdon Ave	1		50021	6/28/2022	1	\$ 695.00
8	0 Super St	1		50022	4/25/2023	1	\$ 50.00 CBO
	Par. No. (29 02 44 0 024 079.XXX)						
9	2766 Lecren St	1		50023	6/28/2022	2	\$ 375.00
10	608 Good Pay St	2		50025	6/28/2022	2	\$ 375.00
11	610 Good Pay St	2		50026	6/28/2022	1	\$ 275.00
12	1625 Levene Rd	3		50027	6/28/2022	1	\$ 730.00
13	1621 Levene Rd	3		50028	6/28/2022	1	\$ 344.83
14	1917 Seal St	1		50030	9/20/2022	2	\$ 375.00
15	0 Schwartz St	1		50031	8/29/2023	1	\$ 520.00
	Par. No. (29 07 42 0 001 545.002)						
16	1201 Hercules St	2		50032	8/29/2023	1	\$ 316.00
17	1754 Dr Martin Luther King Jr	2		50033	9/10/2024	1	\$ 275.00
18	900 Super St	1		50037	4/25/2023	1	\$ 50.00 CBO
19	1511 Diamond Dr	1		50038	10/22/2024	1	\$ 590.00
20	1506 Diamond Dr	1		50039	10/10/2023	1	\$ 450.00
Total						\$7,581.06	
District total for this group		Numbers of lots cut					
1	12			1	8		
2	4			2	4		
3	2			3	2		
4	0			4	0		
5	2			5	2		
6	0			6	0		
7	0			7	0		
	20				16		
*CBO Cut By Owner							
*N/A Taken out by Inspector							
*ADD Added in from other Groups							

Handwritten:
 7-3-25
 Marchetta Inte 7-3-2025



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **STALLWORTH ROOSEVELT & LULA BELLE**

ATTN MARCUS STALLWORTH

Address: **1913 LUCKIE AVE**

City, State, Zip: **MOBILE, AL 36617-2940**

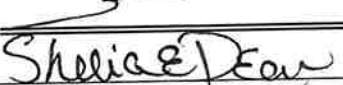
Repeat Group Number: **89** Item # **1**

Lot Description: **LOT 391 TRINITY GARDENS EXT SOUTH MBK 4 P 21 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 064.XXX) 2474 BOYETTE ST**

Nuisance Date: **5/7/2025**

Date lot was cut: **6/23/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,651	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice July 1, 2025

Lot Owner: **FARAH INVESTMENTS LLC**
Address: **5850 WEST THIRD ST #180**
City, State, Zip: **LOS ANGELES, CA 90036**
Repeat Group Number: **89** Item # **2**

Lot Description: **LOT 13A RESUB OF LOT 13 DOWNTOWNER WEST UNIT ONE INSTRUMENT NUMBER 2020005831 (28 07 26 1 000 052.XXX) 74312 MIDMOST DR**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		53,138	\$ 0.0125	\$ 664.23
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 3.00	\$ 3.00
Per Spare Tire		1	\$ 7.00	\$ 70.00
Debris Removal	Cubic Yard	10	\$	
Total Project Cost:				\$ 887.23

Shelia E Dean
SECRETARY
Marchetta Tarte
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 1, 2025

Lot Owner: **KIRKSEY BARBARA CRAWFORD,**

PETER LEONA,

Address: **10906 WADE PARK AVE**

City, State, Zip: **CLEVELAND, OH 44106**

Repeat Group Number: **89** Item # **3**

Lot Description: **LOT 21 BLK 1 INGATE PLACE DBK 106 P 86 #SEC 18 T4S R1W #MP29 08 18 2 003 (29 08 18 2 003 097,XXX) 238 ABRAMS ST**

Nuisance Date: **5/7/2025**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean

SECRETARY

Margaretta Tate

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **KIRKSEY THOMAS & CAROLYN I**
C/O FRANKIE MILLER
Address: **300 FAVOR RD APT 1107**
City, State, Zip: **FAYETTEVILLE, GA 30214-7672**
Repeat Group Number: **89** Item # **4**

Lot Description: **LOT 42 STANTON PL MBK 6/279 #SEC 42 T4S R1W #MP29 07 42 0 003 (29 07 42 0 003 051.XXX) 502 STANTON RD**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,335	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 485.00

Shelia Dean
SECRETARY

Marquette Tuite
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 1, 2025

Lot Owner: **DOTCH NORMAN E**
Address: **1855 SAINT STEPHENS RD**
City, State, Zip: **MOBILE, AL 36617-6085**
Repeat Group Number: **89** Item # **5**

Lot Description: **LOT 1 JOSEPH C DOTCHVILLE S/D MAP BOOK 126 PAGE 124 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 543.001) 505 DONALD ST**

Nuisance Date: **5/7/2025**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Dean
SECRETARY

Mayhella Tuck
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

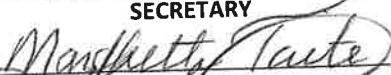
Lot Owner: **SENTERFITT DALE T**
Address: **2154 SENATOR ST**
City, State, Zip: **MOBILE, AL 36606**
Repeat Group Number: **89** Item # **6**

Lot Description: **LOT 2 BLK 16 OF BON AIR ESTS DBK 156 N S P 374 #SEC 29 T4S R1W #MP29 09 29 1 005 (29 09 29 1 005 059.XXX) 2154 SENATOR ST**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,470	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 413.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **KEY JAMESSETTA SANDRA &
BRENDA J KNOX**
Address: **261 ZIEMAN ST**
City, State, Zip: **PRICHARD, AL 36610**
Repeat Group Number: **89** Item # **7**

Lot Description: **LOT 413 TRINITY GARDENS EXT SOUTH MBK 4 PGS 21-24 #SEC 44 T4S R1W #MP29 02
44 0 025 (29 02 44 0 025 075.001) 2466 BRAGDON AVE**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,625	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	60	\$ 7.00	\$ 420.00
Total Project Cost:				\$ 695.00

Shelia E Dean

SECRETARY

Margaretta Tanta

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 1, 2025

Lot Owner: SMITH LEE AUTRY
Address: 2427 CHAPEL HILL DR
City, State, Zip: MOBILE, AL 36695
Repeat Group Number: 89 Item # 8

Lot Description: LOT 12 BLK 4 TOULMINVILLE HGHTS SUB DBK 130 P 276 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 079.XXX) 0 SUPER ST

Nuisance Date: 5/7/2025
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY

Marchetta Faste
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **RHODEN HARDY & ANNIE B**
C/O TERRANCE SMITH
Address: **6907 WHITE AVE**
City, State, Zip: **LONG BEACH, CA 90805**
Repeat Group Number: **89** Item # **9**

Lot Description: **LOT 7 SHRINER & MCKEON SUB DBK 99 P 353 #SEC 18 T4S R1W #MP29 08 18 4 002**
(29 08 18 4 002 094.XXX) 2766 LECREN ST

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,250	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia E Dean
SECRETARY

Marjetha Taylor
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
Repeat Lot Cleaning Invoice

Lot Owner: **HODGES JONNI MAE &
ANDREA E**
Address: **9 GRANT AVE**
City, State, Zip: **CLIFFSIDE PARK, NJ 07010**
Repeat Group Number: **89** Item # **10**

Lot Description: **LOT 14 BLK 25 TISDALE DIV OF FISHER TRT DBK 75 PG 260 #SEC 13 T4S R1W #MP29
06 13 0 002 (29 06 13 0 002 181.XXX) 608 GOOD PAY ST**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,600	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00

Shelia Dean
SECRETARY

Margherita Trute
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **MOORE JOHNNIE & MINIA**
% MAUDE BRAZIER
Address: **554 PALMETTO ST**
City, State, Zip: **MOBILE, AL 36603**
Repeat Group Number: **89** Item # **11**

Lot Description: **LOT 15 BLK 25 TISDALE SUB OF FISHER TRT DBK 75 PG 260 #SEC 13 T4S R1W #MP29**
06 13 0 002 (29 06 13 0 002 182.XXX) 610 GOOD PAY ST

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,600	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E. Dean
SECRETARY

Mayhella T. Tuite
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **WILLIAMS RALPH & MARY H HARDY**

C/O WILLIAMS GENESIS

Address: **6876 BROOK FALLS CIR**

City, State, Zip: **STOCKTON, CA 95219-2445**

Repeat Group Number: **89** Item # **12**

Lot Description: **LOT 4 OLIVE LEVENE SUBDIVISION MBK 33 PAGE 16 (32 06 40 0 002 014.01X) 1625**
LEVENE RD

Nuisance Date: **5/7/2025**

Date lot was cut: **6/23/2025** Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,930	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	65	\$ 7.00	\$ 455.00
Total Project Cost:				\$ 730.00

Shelice Dean
SECRETARY

Marichetta Tate
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **MCDADE ANNE MARIE & ALFRED**
Address: **1619 LEVENE ROAD**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **89** Item # **13**

Lot Description: **LOT 2 OLIVE LEVENE S/D REC IN MBK 33 P 16 #SEC 40 T5S R1W #MP32 06 40 0 002 (32 06 40 0 002 014.03X) 1621 LEVENE RD**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		15,586	\$ 0.0125	\$ 194.83
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 344.83

Skellie Dean
SECRETARY
Marghelita Fauts
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

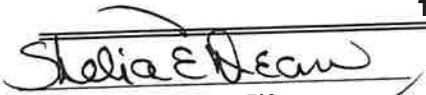
Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **HERRON SANDRA**
Address: **1917 SEALE ST**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **89** Item # **14**

Lot Description: **LOT 18 BLK 5 REVISED FINAL PT MCDONALD BROTHERS SUB MBK 5 P 98-99 #SEC 44
T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 241.XXX) 1917 SEALE ST**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,908	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 375.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **BAYSIDE PROPERTY CONSULTANTS LLC**
Address: **2200 HWY 98 STE 4 PMB**
City, State, Zip: **DAPHNE, AL 36526**
Repeat Group Number: **89** Item # **15**

Lot Description: **LOT 2 TOULMINVILLE S/D #2 MBK 116/11 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 545.002) 0 SCHWARTZ ST**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,075	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		35	\$ 7.00	\$ 245.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 520.00

Shelia E. Dean
SECRETARY

Marchetta Faye
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

July 1, 2025

Lot Owner: **AMISON JACQUELINE MATTHEWS & TOM**
Address: **1201 HERCULES ST**
City, State, Zip: **MOBILE, AL 36603**
Repeat Group Number: **89** Item # **16**

Lot Description: **N 67 FT OF LOT 10 BLK 5 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 411.XXX) 1201 HERCULES ST**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,350	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 316.00

Shelia E. Deane
SECRETARY

Margherita Tarte
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **WRIGHT EARNEST & GENNIVE**

Address: **P. O. BOX 7202**

City, State, Zip: **MOBILE, AL 36670**

Repeat Group Number: **89** Item # **17**

Lot Description: **BEG AT NE COR OF OAK DR & STONE ST F/K/A DAVIS AVE & RUN THEN NLY & ALG E/L OF OAK DR DIS OF 143 FT TO SW COR OF LOT 1 BLK 2 OAK DR CT MBK 4 P 486 THEN RUN S 37 DEG 06 MIN E & ALG S/L OF SAID LOT 1 DIS OF 61.25 FT TO PT THEN RUN SLY DIS OF 146 FT TO N R/W OF STONE ST THEN RUN WLY & ALG N R/W OF STONE ST DIS OF 61.3 FT TO PT OF BEG #SEC 44 T4S R1W #MP29 02 44 0 030 (29 02 44 0 030 004.03X) 1754 DR MARTING LUTHER KING JR DR/1754 STONE ST**

Nuisance Date: **5/7/2025**

Date lot was cut: **6/23/2025** Contractor: **Mr. Isaac Sampson**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,180	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelice E Dean
SECRETARY

Marghella Tate
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice July 1, 2025

Lot Owner: **KELLY BRITTAN M**
Address: **127 PERSHING ST**
City, State, Zip: **PRICHARD, AL 36610**
Repeat Group Number: **89** Item # **18**

Lot Description: **LOT 12 IN BLK 5 OF CRICHTON S/D KNOWN AS TOULMANVILLE HEIGHTS DBK 130 NS PG 276 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 068.001) 900 SUPER ST**

Nuisance Date: **5/7/2025**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean

SECRETARY

Marcella F. Faye

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
July 1, 2025

Lot Owner: **MILLER CRAIG DARNELL**

Address: **1511 DIAMOND DR**

City, State, Zip: **MOBILE, AL 36617-1846**

Repeat Group Number: **89** Item # **19**

Lot Description: **LOT 45 PARADISE PARK UNIT 2 EXC PT DESC AS BEG AT NW COR LOT 45 & RUN SELY
ALG LINES DIV LOTS 44 & 45 50 FT TH NELY PAR WITH GREEN BACK DR 95 FT TO
DIAMOND DR TH NWLY ALG DIAMOND DR 50 FT-S- TO GREENBACK DR TH SWLY ALG N/S
OF LOT 45 100 FT TO BEG #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012
286.XXX) 1511 DIAMOND DR**

Nuisance Date: **5/7/2025**

Date lot was cut: **6/23/2025** Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,882	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		45	\$ 7.00	\$ 315.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 590.00

Shelia E Dean
SECRETARY

Allegretta Tarto
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice July 1, 2025

Lot Owner: **JONES JIMMIE**
Address: **2808 GREENBACK DR**
City, State, Zip: **MOBILE AL, 36617**
Repeat Group Number: **89** Item # **20**

Lot Description: **S HALF OF LOT 68 UNIT 2 PARADISE PARK MBK 6 PG 281 #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 283.XXX) 1506 DIAMOND DR**

Nuisance Date: **5/7/2025**
Date lot was cut: **6/23/2025** Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,482	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 450.00


SECRETARY


INSPECTOR


SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 89** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **July 2025 – LaShey Williams (Employee # 15046) Engineering & Infrastructure: Engineering Department**

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

Adopted:

City Clerk

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 Africatown Plateau Pacers*, from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Africatown Plateau Pacers***, 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 ***Africatown Plateau Pacers***, will be used to *assist with operational expenses*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$1,000.00 to Africatown Plateau Pacers***, 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 **\$4,000.00** to **Down the Bay Block Club***, from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, **Down the Bay Block Club**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Down the Bay Block Club**, will be used to *assist with beautification of the neighborhood*.

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

Adopted:

City Clerk

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$1,000.00 to **Boys & Girls Club of South Alabama**, from the District 7 Discretionary Fund (10041020 42080); and*

WHEREAS, **Boys & Girls Club of South Alabama**, 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 **Boys & Girls Club of South Alabama**, will be used to *assist with operational expenses*.

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 8 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 Advanced Polymer Technology Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Advanced Polymer Technology Group for resurfacing materials for Medal of Honor Park tennis courts.
CIP - D6 Miscellaneous Park Expense less than \$20K

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$19,577.16

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. Sourcewell cooperative purchasing agreement.

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>25854</u>	2025	(2012) PARKS MAINTENANCE	RESURFACING MATERIALS FOR MEDAL OF HONOR PARK TENNIS COURTS (PRICE BELOW BID REQUIREMENT; SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$19,577.16	<u>(299501)ADVANCED POLYMER TECHNOLOGY CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025854-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	299501				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 147312 AND THE SOURCEWELL CONTRACT 031022-AST ACRYLIC RESURFACER, BLACK, APT ITEM# 5073-055. DRUM. SOURCEWELL CONTRACT # 031033-AST//QUOTE ATTACHED FOR ALL LINES	8.00 DRUM	632.50000	5060.00
-----	---	--------------	-----------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			5060.00
---	---	--	--	---------

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 CATHY HANKINS

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

002	CCC DK BLUE, APT ITEM# 5736-055, DRUM	5.00 DRUM	854.70000	4273.50
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1	2000.80.00.0000.0000.0000.0000.44020.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025854-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	299501				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
E C0739	.OPERSUPPLS.			4273.50

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 CATHY HANKINS

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

003	CCC MEDIUM GREEN, APT ITEM# 5088-055	8.00 EACH	854.70000	6837.60
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1	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			6837.60
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Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 CATHY HANKINS

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025854-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	299501				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
004	TEXTURED LINE PAINT, WHITE, APT ITEM# 8428-BOX	3.00 BOX	60.02000	180.06
1	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			180.06
Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference CATHY HANKINS Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608				
005	GRNSIL 7030/SAND 80 MESH ROU, APT# 8021-822	64.00 EACH	10.56250	676.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			676.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025854-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	299501				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference CATHY HANKINS Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			
006	FREIGHT	1.00 EACH	2550.00000	2550.00
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			2550.00
	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference CATHY HANKINS Deliver To TENNIS CENTER			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025854-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	299501				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	851 GAILLARD DRIVE MOBILE, AL 36608			

Requisition Link

Requisition Total 19577.16

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

Account	Amount	Remaining Budget
E C0739 .OPERSUPPLS.	19577.16	2771.52

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	19577.16	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	06/12/25	KIM CARMODY	
Approved	06/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	06/13/25	BRENDA RHODES	Auto approved by: 910514227
Approved	06/13/25	TIFFANY HOLLINS	
Approved	06/13/25	RELYA MALLORY	Auto approved by: 910514227
Unknown	06/30/25	SANDRA LEWIS	
Queued	06/13/25	DONALD ROSE	PUT ON AGENDA
Queued	06/13/25	SANDRA LEWIS	PUT ON AGENDA
Queued	06/13/25	STEVEN KRONINGER	PUT ON AGENDA
Queued	06/13/25	JOHNNIE HARRUB	PUT ON AGENDA
Queued	06/13/25	SAMANTHA COOLEY	PUT ON AGENDA
Queued	06/13/25	ANNE FOLEY	PUT ON AGENDA
Queued	06/13/25	JOHN PAINE	PUT ON AGENDA

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025854-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor APT ADVANCED POLYMER TECHNOLOGY CORP 109 CONICA LANE EVANS CITY, PA 16033 Tel#724-452-3021	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/12/25	299501				PARKS MAINTENANCE

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

AstroTurf

Athletic surfaces

#031022-AST

Maturity Date: 5/26/2027

Website: astroturf.com/cooperative-purchasing 

Products & Services

Buy Sourcewell

Documents

Contact Information

Documents

Contract Documentation

-  [Contract](#) 
-  [Contract Extension](#) 

Competitive Solicitation Documentation

-  [Request for Proposal \(RFP\)](#) 
-  [Proof of Publication](#) 
-  [Proposal Opening Record](#) 
-  [Proposal Evaluation](#) 
-  [Comment & Review](#) 
-  [Board Resolutions](#) 

Pricing Documentation

Information in this file is subject to change

-  [Contract 031022-AST-Price Information](#) 

Additional Files

-  [Locate your local dealer or representative](#) 

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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

Capital- Irrigation System Automation



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 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 B & L Cable Construction LLC for conduit for Langan Park irrigation system.

Amount of Contract:

\$15,442.00

Funding Source

ATTACHMENTS:

1. 20250630 BL Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 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 B & L Cable Construction LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to B & L Cable Construction LLC for conduit for Langan Park
irrigation system.
Capital- Irrigation System Automation

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,442.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5680

How many bidders received bid packages (if applicable): 6 + 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 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>25716</u>	2025	(2012) PARKS MAINTENANCE	CONDUIT FOR LANGAN PARK IRRIGATION SYSTEM (SEALED BID 5680)	\$15,442.00	<u>(284224) B & L CABLE CONSTRUCTION LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025716-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421 Tel#334-427-0888 Fax 334-427-8368	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	1284224				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER BID #5680 AND YOUR ESTIMATE #788. BURIED (TRENCHED OR DIRECTIONAL DRILLING) DUCT HDPE SDR13.5 SINGLE CONDUIT, SDR13.5 1 1/4 INCH CONDUIT, FURNISH AND INSTALL	1404.00 LINEARFOOT	10.00000	14040.00
-----	---	-----------------------	----------	----------

1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			14040.00
---	---	--	--	----------

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

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

002	36" L x 24" D OPEN BOTTOM CONCRETE PULL BOX, INSTALL ONLY	4.00 EACH	290.00000	1160.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			1160.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025716-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

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

ANDALUSIA, AL 36421

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#334-427-0888
 Fax 334-427-8368

Delivery Reference
 CATHY HANKINS

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

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	284224				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

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

003 MARKER POST FOR HANDHOLES AND FIBER OPTIC CONDUIT LINES, INSTALL ONLY	3.00 EACH	30.00000	90.00
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1 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			90.00
--	--	--	-------

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

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025716-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421 Tel#334-427-0888 Fax 334-427-8368	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	284224				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
004	3" OF CLEAN PEA GRAVEL FOR 36" L x 24" OPEN BOTTOM HANDHOLE BOX. FURNISH AND INSTALL	4.00 EACH	38.00000	152.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			152.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
005	FIBER OPTIC COMMUNICTIION NETWORK SERVICE AND MAINTENANCE - UNDERGROUND BORING. PER BID #5680 ITEM #3 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 18047	1.00 JOB	0.00000	0.00
1	2000.80.00.0000.0000.0000.0000.44020.			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025716-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor B & L CABLE CONSTRUCTION LLC 11446 BROOKLYN RD ANDALUSIA, AL 36421 Tel#334-427-0888 Fax 334-427-8368	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	284224				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0500 .OPERSUPPLS.			.00

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

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

[Requisition Link](#)

Requisition Total	15442.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0500 .OPERSUPPLS.	15442.00	182534.68

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	15442.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	06/13/25	ANNE FOLEY	Requisition item added changed
Approved	06/12/25	KIM CARMODY	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00025716-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
--	--

Page 5

Vendor
 B & L CABLE CONSTRUCTION LLC
 11446 BROOKLYN RD

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

ANDALUSIA, AL 36421

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#334-427-0888
 Fax 334-427-8368

Delivery Reference
 CATHY HANKINS

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

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/11/25	284224				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/12/25 DANIEL OTTO	Auto	approved by: 910520521	
Approved	06/13/25 KIM CARMODY	Auto	approved by: 91055604	
Approved	06/13/25 DANIEL OTTO			
Approved	06/12/25 BRENDA RHODES			
Approved	06/12/25 TIFFANY HOLLINS	Auto	approved by: 910511034	
Approved	06/12/25 RELYA MALLORY	Auto	approved by: 910511034	
Approved	06/16/25 BRENDA RHODES			
Approved	06/16/25 TIFFANY HOLLINS	Auto	approved by: 910511034	
Approved	06/16/25 RELYA MALLORY	Auto	approved by: 910511034	
Unknown	06/27/25 ANNE FOLEY			
Approved	06/27/25 DONALD ROSE	Auto	approved by: 9105fola	
Approved	06/27/25 SANDRA LEWIS	Auto	approved by: 9105fola	
Approved	06/27/25 STEVEN KRONINGER	Auto	approved by: 9105fola	
Approved	06/27/25 JOHNNIE HARRUB	Auto	approved by: 9105fola	
Approved	06/27/25 SAMANTHA COOLEY	Auto	approved by: 9105fola	
Approved	06/27/25 ANNE FOLEY			
Approved	06/27/25 JOHN PAINE	Auto	approved by: 9105fola	

Authorized By: _____ Date: _____
 Signature

BID TAB #5680 - FIBER OPTIC COMMUNICATION NETWORK SERVICE & MAINTENANCE

VENDOR	AERIAL CABLING	FIBER OPTIC	UNDERGROUND BORING
ADVANCED COMMUNICATIONS	N/B	2ND \$3,015.00	2ND \$107,057.50
B & L CABLE CONSTRUCTION LLC	\$16,919.00	\$2,548.00	\$72,504.00
INLINE LLC	2ND \$36,236.82	3RD \$8,945.88	3RD \$166,310.45

N/B = NO BID RESPONSE

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 withdrawn 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 exemption certificate will be issued in lieu of same. The City is exempt from the 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) 208-7461 or cityofmobile.org/taxes.php.
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 will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 SCOPE OF WORK Contractor agrees to be bound to all applicable provisions of state and City laws concerning the installation and repair of communication cables, conduits, and aerial material, as well as policy decisions of the City of Mobile. Contractor also agrees to hold the City of Mobile harmless for all liability that may be incurred under this contract and shall sign an agreement to this effect, should it be required by the City. ITEM #1: AERIAL CABLING NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation periodically throughout the year. Fiber optic aerial cable installation and maintenance should adhere to best practices and procedures outlined by fiber optic manufacturer Corning and explained in their literature "Lashed Aerial Installation of Fiber Optic Cable" and by the Fiber Optic Association Inc. – (see www.foa.org). All aerial fiber optic fusion splicing, termination, and testing should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics ". When applicable the contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements. The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/ MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field of fiber optic aerial cabling, fusion splicing, termination, testing, and trouble shooting. ITEM #2: FIBER OPTIC NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year. Fiber optic termination and splicing on these systems will need to be performed utilizing fusion splicing techniques and testing to ensure reliability. The termination and testing process should adhere to best practices outlined in the NECA/FOA 301 – Standard for "Installing and Testing Fiber Optics".					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field of fiber optic fusion splicing, termination, testing, and trouble shooting. ITEM #3: UNDERGROUND BORING NARRATIVE The City of Mobile operates both multi-mode and single-mode fiber optic systems throughout the city that requires both maintenance and new installation needs periodically throughout the year. Underground directional boring/drilling, hand hole, and conduit installs should adhere to best practices and procedures outlined in ASTM Designation F 1962-99 – Standards guide for use of maxi- horizontal directional drilling for placement of polyethylene pipe or conduit under obstacles including river crossings as well as TR-46 – Guidelines for use of mini-horizontal directional drilling for placement of high density polyethylene pipe. All directional boring/drilling installs shall be marked with location and depth markings at least every 10 feet. The contractor shall adhere to Alabama 811 (call before you dig) specifications and the City of Mobile Right of Way permitting and installation requirements. The City of Mobile/MIT Department will outline the work to be performed and provide written or oral communication for the proposed work. The contractor will need to provide a written estimate to the City of Mobile for the proposed work and once approved by the City of Mobile/MIT Department a purchase order request will be made for the amount on contractors estimate and the contractual bid submitted. All material required to perform work the contractor is task to perform, whether furnished by contractor or the City of Mobile, shall be UL certified and approved by the City of Mobile/MIT Department before work is to begin. The contractor must have a minimum of 10 years of experience in the field underground directional boring/drilling, conduit, and hand hole installation. BIDS ARE TO BE FILLED OUT ON THE ATTACHED EXCEL SPREADSHEETS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 A Purchase Order will be issued for each job. The Purchase Order number must appear on all invoices. 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. Prices are to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one (1) year periods with the approval of both the successful vendor and the City of Mobile. Provider shall acquire and maintain, in full force and effect, liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, <i>which such insurance shall name the City of Mobile as an additional insured</i>, and shall attach to this Agreement, as proof thereof, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama: SEE ATTACHED. If you have any questions, please contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. THIS BID WILL BE AWARDED ON AN ITEM BASIS					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

ITEM 1: AERIAL CABLING NARRATIVE

Line NO	Item Name	Quantity	Units	Unit Price	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency aerial cable needs ("Call Out" Must Be Approved by City of Mobile MIT Department).	2.00	Hour		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine Fiber Link quality or fault.	1.00	Hour		\$ -
3	Fiber Optic Aerial Storage slack shoes (in pairs only). Install Only	2.00	Each		\$ -
4	Move Stored Aerial fiber optic cable. Install Only	300.00	LF		\$ -
5	Aerial Fiber Optic cable preparation (any count fiber). Install Only	2.00	Each		\$ -
6	Aerial Fiber Optic Splice Case preparation (to include expansion kits). Install Only	1.00	Each		\$ -
7	Aerial Fiber Optic Existing Splice Case Opening and re-entry.	1.00	Each		\$ -
8	Aerial Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .16 and lower documented, to include splicing sleeve. Install Only	24.00	Each		\$ -
9	Hang and Secure Fiber Optic Splice Case for Aerial Application. Install Only	1.00	Each		\$ -
10	Aerial Fiber Optic Cable Install and Lashing, One (1) cable to include lashing material only. Furnish and Install	1000.00	LF		\$ -

11	Aerial Fiber Optic Cable Install and Lashing, One to Two (1 - 2) additional cables to include lashing materials only. Furnish and Install	1000.00	LF		\$ -
12	Aerial Fiber Optic Cable Install and Over-Lashing One (1) cable to include lashing material only. Furnish and Install	1000.00	LF		\$ -
13	Aerial Fiber Optic Cable Install and Over-Lashing, One to Two (1 - 2) additional cables to include lashing material only. Furnish and Install	1000.00	LF		\$ -
14	Wood Pole Class III 35 ft. Penta. Furnish and Install	1.00	Each		\$ -
15	Wood Pole Class III 40 ft. Penta. Furnish and Install	1.00	Each		\$ -
16	Span Wire for Aerial Fiber, 1/4 inch messenger, 7 strand. Furnish and Install	1000.00	LF		\$ -
17	Pole Line Hardware for 1/4 inch messenger, 7 strand span wire per attachment point. Furnish and Install	10.00	Each		\$ -
18	Aerial Cable Pole Transfer (1 to 4 cables). Per attachment point	10.00	Each		\$ -
19	Cable U Guard, Metal, Flanged, 10 ft. section for 1 1/4 inch or 2 inch conduits. Furnish and Install	1.00	Each		\$ -
20	Miscellaneous Aerial repair or install to include Bucket Truck and Labor Only.	4.00	Hour		\$ -
21	Overhead fiber optic cable and strand wire removal and disposal (100 foot minimum).	500.00	LF		\$ -
22	Overhead copper communication cable and strand wire removal (cable is retained by the City of Mobile) (100 foot minimum).	500.00	LF		\$ -

23	Combined overhead copper communication cable, fiber optic and strand wire removal (<u>cable is retained by the City of Mobile</u>) (100 foot minimum).	500.00	LF		\$ -
24	Removal of pole line hardware after the removal of cable and strand wire. Per pole.	5.00	Each		\$ -
25	Cable identification marker wrap installation Per pole. Install Only	10.00	Each		\$ -
TOTAL					\$ -

ITEM 2: FIBER OPTIC NARRATIVE

Line NO	Item Name	Quantity	Units	Unit Price	Extended Price
1	Emergency Nighttime/Holiday Call Out To include same day emergency fiber optic needs ("Call Out" Must Be Approved by City of Mobile MIT Department)	2.00	Hour		\$ -
2	Fiber Optic Diagnostic Testing to include OTDR, Red Light and Light Meter to determine quality of fiber optic link or fault.	1.00	Hour		\$ -
3	Fiber Optic Enclosure Housing preparation and installation (both wall and rack). Install Only	1.00	Each		\$ -
4	Fiber Optic Enclosure Housing -- Simplex Patchcord/Pigtail preparation for fusion splicing to include both Multimode and Singlemode. Install Only	12.00	Each		\$ -
5	Fiber Optic cable preparation (any count fiber). Install Only	2.00	Each		\$ -
6	Fiber Optic Splice Case preparation (to include expansion kits). Install Only	1.00	Each		\$ -
7	Fiber Optic Existing Splice Case Opening and re-entry.	1.00	Each		\$ -
8	Fiber Optic Fusion Splicing both Multimode and Singlemode with a dB loss of .18 and lower documented, to include splicing sleeve. Install Only	24.00	Each		\$ -
8	Miscellaneous Fiber Optic repair or install. Labor Only	2.00	Hour		\$ -
				TOTAL	\$ -

ITEM 3: UNDERGROUND BORING NARRATIVE

Line NO	Item Name	Quantity	Units	Unit Price	Extended Price
1	Buried (Trenched or Directional Drilling) duct HDPE SDR11 or SDR13.5 - single 1 1/4 inch conduit. Install only	500.00	LF		
2	Buried (Trenched or Directional Drilling) duct HDPE SDR13.5 - single conduit, SDR13.5 1 1/4 inch conduit. Furnish and Install	500.00	LF		
3	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 1 1/4 inch conduit. Furnish and Install	500.00	LF		
4	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 1 1/4 inch conduit (1 1/4 inch x 2). Furnish and Install	500.00	LF		
5	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 1 1/4 inch conduit. Furnish and Install	500.00	LF		
6	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - single conduit, SDR9 2 inch conduit. Furnish and Install	500.00	LF		\$ -
7	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - single conduit, SDR11 2 inch conduit. Furnish and Install	500.00	LF		\$ -
8	Buried (Trenched or Directional Drilling) duct HDPE SDR11 - dual conduits, SDR11 2 inch conduit (2 inch x 2). Furnish and Install	500.00	LF		\$ -

9	Buried (Trenched or Directional Drilling) duct HDPE SDR9 - dual conduits, SDR9 2 inch conduit (2 inch x 2). Furnish and Install	500.00	LF		\$ -
10	36" L x 24" W x 24" D Open bottom concrete pull box. Install Only	1.00	Each		\$ -
11	36" L x 24" W x 30" D Open bottom concrete pull box. Install Only	1.00	Each		\$ -
12	36" L x 24" W x 36" D Open bottom concrete pull box. Install Only	1.00	Each		\$ -
13	Pull string for installed conduits, all sizes, 200 lbs. Tensile Strength "Jet line". Furnish and Install	500.00	LF		\$ -
14	Marker Post for Handholes and Fiber Optic conduit lines. Install Only	1.00	Each		\$ -
15	Trench in 1 1/4 inch Schedule 40 PVC conduit. Furnish and Install	25.00	LF		\$ -
16	Trench in 2 inch Schedule 40 PVC conduit. Furnish and Install	25.00	LF		\$ -
17	Conductor, #12 Stranded or Solid (Tone Wire). Install only	500.00	LF		\$ -
18	Pull in One (1) Fiber Optic Cable and One (1) Conductor, #12 Stranded or Solid (Tone Wire) in conduit system. Install Only	500.00	LF		\$ -
19	Pull in Two to Three (2 - 3) additional Fiber Optic Cables in conduit system. Install Only	500.00	LF		\$ -
20	Pull in One (1) Fiber Optic Cable in City of Mobile buildings to designated locations as specified. Install Only	100.00	LF		\$ -

21	Pull in One to Two (1 - 2) Additional Fiber Optic Cables in City of Mobile buildings to designated locations as specified. Install Only	100.00	LF		\$ -
22	Conduit PVC Schedule 40 , 2 inch , to include strapping for above ground building penetration. Furnish and Install	10.00	LF		\$ -
23	PVC Schedule 40, 2 inch, LB Fitting, for above ground building penetration. Furnish and Install	1.00	Each		\$ -
24	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 1 inch to 6 inch	1.00	Each		\$ -
25	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness 7 inch to 12 inch	1.00	Each		\$ -
26	Wall Coring, 2 inch to 3 inch diameter for conduit entry, wall thickness exceeding 12 inches, per inch	1.00	Each		\$ -
27	Concrete Removal and Replacement for sidewalks and driveways, 4 inch thickness. Furnish and Install	100.00	Sq. Ft.		\$ -
28	Concrete Removal and Replacement for sidewalks and driveways, 6 inch thickness. Furnish and Install	100.00	Sq. Ft.		\$ -
29	Concrete Removal and Replacement for sidewalks and driveways, 8 inch thickness. Furnish and Install	100.00	Sq. Ft.		\$ -
29	3 inches of clean pea gravel for 36" L x 24" W open bottom handhole box. Furnish and Install	1.00	Each		\$ -
30	Proof, Clean Existing Customer Conduit for additional fiber optic cable installation.	500.00	LF		\$ -

31	Miscellaneous Underground systems repair or install. Labor Only	4.00	Each		\$ -
32	Right of Way Performance Bond minimum \$10,000	1.00	Each		\$ -
	Right of Way Performance Bond minimum \$15000	1.00	Each		\$ -
	Right of Way Performance Bond minimum \$20000	1.00	Each		\$ -
	Right of Way Performance Bond minimum \$25000	1.00	Each		\$ -
TOTAL					\$ -

INSURANCE REQUIREMENTS

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:

- 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 - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 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 - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. 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.

c. 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.



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: July 8, 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 Carahsoft for one-year subscription to Dataminr First Alert critical event discovery software and services for Gulf Coast Technology Center.

Amount of Contract:

\$30,000.00

Funding Source

General fund

ATTACHMENTS:

1. 20250702 Carahsoft Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 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 Carahsoft

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Carahsoft for one-year subscription to Dataminr First Alert
critical event discovery software and services for Gulf Coast Technology Center.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$30,000.00

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: Bid exempt as software, professional service, security/safety, prevention/detection crim activity

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>26792</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	ONE-YEAR SUBSCRIPTION TO DATAMINR FIRST ALERT CRITICAL EVENT DISCOVERY SOFTWARE AND SERVICES FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE, PROFESSIONAL SERVICE, SECURITY/SAFETY, PREVENTION/ DETECTION OF CRIMINAL ACTIVITY)	\$30,000.00	<u>(295556)</u> <u>CARAHSOFT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026792-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CARAHSOFT 11493 SUNSET HILLS ROAD SUITE 100 RESTON, VA 20190 Tel#7038718500	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
---	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	295556				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

As per quote 55987382.

STATE OF ALABAMA CODE 41-16-51(a)(8) SOFTWARE EXEMPTION.

EMAIL PO TO:
Nicholas.DiPietro@carahsoft.com

001	LICENSE FOR SOFTWARE AS SPECIFIED:	3.00	10000.00000	30000.00
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Additional Description Notes

DM-FASLG-IND-1

Individual access to the first alert platform for the specified quantity of authorized users. Use of services constitutes acceptance of terms at dataminr.com/firstalert/eula and dataminr.com/firstalert-thirdparty terms
start date: 07/01/2025
end date: 06/30/2026

Vendor Item

Inventory Item/Loc 1723

1	1000.30.15.1502.1502.1502.0000.0000.42115.			30000.00
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026792-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor
 CARAHSOFT
 11493 SUNSET HILLS ROAD
 SUITE 100

RESTON, VA 20190

Tel#7038718500

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	295556				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	455 ST LOUIS ST. SUITE 2300			
	MOBILE, AL 36602			

Requisition Link

Requisition Total 30000.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.		
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS	30000.00	518516.95

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

Activity	Date	Clerk	Comment
Approved	07/02/25	JASON SMITH	Reviewed and Approved
Approved	07/02/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	07/02/25	ROBERT LASKY	
Approved	07/02/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	07/02/25	DONALD ROSE	Auto approved by: 9105fola
Approved	07/02/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	07/02/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	07/02/25	JOHNNIE HARRUB	Auto approved by: 9105fola
Approved	07/02/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	07/02/25	ANNE FOLEY	
Approved	07/02/25	JOHN PAINE	Auto approved by: 9105fola
Approved	07/02/25	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 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 11 Mustang Sentinel water-rescue dry suits for MFRD.

Amount of Contract:

\$16,125.00

Funding Source

Federal DHS grant for Urban Search & Rescue Task Force 1

ATTACHMENTS:

1. 20250703 DLX Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 8 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 DLX Enterprises LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to DLX Enterprises LLC for 11 Mustang Sentinel
water-rescue dry suits for MFRD.
Federal DHS grant for Urban Search & Rescue Task Force 1

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$16,125.00

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>24860</u>	2025	(1510) FIRE ADMINISTRATION	11 MUSTANG SENTINEL WATER RESCUE DRY SUITS FOR MFRD (PRICE UNDER BID REQUIREMENT)	\$16,125.00	<u>(299725) DLX ENTERPRISES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024860-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. 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
07/03/25	299725				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER ESTIMATE# 129383 WRMSD62403 - L2 Reg WATER RESCUE DRYSUIT • Flourescent Yellow Green-Black	5.00 EACH	1450.00000	7250.00
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1	5501.30.15.0000.0000.1510.0000.0000.47020. E G-FDFIL24 .EQUIPUND5K.			6085.00
2	1000.30.15.1510.1522.1510.0000.0000.42150.			1165.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	WRMSD62403 - XLR WATER RESCUE DRYSUIT • Flourescent Yellow Green-Black	4.00 EACH	1450.00000	5800.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024860-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. 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
07/03/25	299725				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	5501.30.15.0000.0000.1510.0000.0000.47020. E G-FDFIL24 .EQUIPUND5K.			5800.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
003	WRMSD62403 - XXLR WATER RESCUE DRYSUIT - MSD62403 • Flourescent Yellow Green-Black	2.00 EACH	1450.00000	2900.00
1	5501.30.15.0000.0000.1510.0000.0000.47020. E G-FDFIL24 .EQUIPUND5K.			2900.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024860-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved	Page 3
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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
07/03/25	299725				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	FREIGHT	1.00 EACH	175.00000	175.00
	Vendor Item Inventory Item/Loc 14009			
1	5501.30.15.0000.0000.1510.0000.0000.47020. E G-FDFIL24 .EQUIPUND5K.			175.00
	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 16125.00

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024860-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved	Page 4
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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
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/03/25	299725				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E G-FDFIL24 .EQUIPUND5K.		14960.00	2129.54

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42150.	1165.00	1361017.28
FIRE SUPPRESSION DIV EXP MAINTENANCE & REPAIRS		
5501.30.15.0000.0000.1510.0000.0000.47020.	14960.00	1361017.28
AL HOMELAND SECURITY EXP EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
CCancelled	07/02/25	SAMANTHA COOLEY	Requisition item removed, GL A
CCancelled	07/02/25	SAMANTHA COOLEY	Requisition item added changed
Approved	05/29/25	BARRY GLISSON	
Approved	05/29/25	JOHNNY MORRIS	Auto approved by: 910512538
Approved	05/29/25	JAMES FRANK	Auto approved by: 910512538
Approved	06/06/25	BARRY GLISSON	
Approved	06/06/25	JOHNNY MORRIS	Auto approved by: 910512538
Approved	06/06/25	JAMES FRANK	Auto approved by: 910512538
Approved	07/02/25	BARRY GLISSON	
Approved	07/02/25	JOHNNY MORRIS	Auto approved by: 910512538
Approved	07/02/25	JAMES FRANK	Auto approved by: 910512538
Approved	07/02/25	BARRY GLISSON	
Approved	07/02/25	JOHNNY MORRIS	Auto approved by: 910512538
Approved	07/02/25	JAMES FRANK	Auto approved by: 910512538
Approved	07/03/25	BARRY GLISSON	
Approved	07/03/25	JOHNNY MORRIS	Auto approved by: 910512538
Approved	07/03/25	JAMES FRANK	Auto approved by: 910512538
Unknown	06/05/25	SHAUNAGYE SIMMS	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00024860-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved
--	--

Page 5

Vendor
 DLX ENTERPRISES LLC
 1075 ARROWSMITH ST

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

EUGENE, OR 97402

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#541-357-5978

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
07/03/25	299725				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Rejected	06/05/25 SHAUNAGYE SIMMS		MODIFY LINE ITEMS	
Approved	06/09/25 DREANETTA BARNES		Auto approved by: 910520990	
Approved	06/09/25 TRAVIS MARSHALL		Auto approved by: 910520990	
Approved	06/09/25 SHAUNAGYE SIMMS			
Approved	06/09/25 SELENA SMITH		Auto approved by: 910520990	
Rejected	07/03/25 SHAUNAGYE SIMMS		UPDATE LINE ITEMS	
Approved	07/03/25 DREANETTA BARNES		Auto approved by: 910520990	
Approved	07/03/25 TRAVIS MARSHALL		Auto approved by: 910520990	
Approved	07/03/25 SHAUNAGYE SIMMS			
Approved	07/03/25 SELENA SMITH		Auto approved by: 910520990	
Approved	07/03/25 DONALD ROSE		Auto approved by: 910520704	
Approved	07/03/25 SANDRA LEWIS		Auto approved by: 910520704	
Approved	07/03/25 STEVEN KRONINGER		Auto approved by: 910520704	
Approved	07/03/25 JOHNNIE HARRUB		Auto approved by: 910520704	
Approved	07/03/25 SAMANTHA COOLEY			
Approved	07/03/25 ANNE FOLEY		Auto approved by: 910520704	
Approved	07/03/25 JOHN PAINE		Auto approved by: 910520704	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 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 Jerry Pate Turf & Irrigation, Inc for one Toro Spraymaster stand-on 60-gallon chemical applicator for Parks Department.

Amount of Contract:

\$22,418.08

Funding Source

Capital - Equipment- Parks & Recreation

ATTACHMENTS:

1. 20250630 Pate Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 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 Jerry Pate Turf & Irrigation, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Jerry Pate Turf & Irrigation, Inc for one Toro Spraymaster
stand-on 60-gallon chemical applicator for Parks Department.
Capital - Equipment- Parks & Recreation

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,418.08

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; Omnia cooperative purchasing agreement.

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>22479</u>	2025	(F7000) MOTOR POOL	TORO SPRAYMASTER STAND-ON 60GAL CHEMICAL APPLICATOR FOR PARKS DEPT (PRICE BELOW BID REQUIREMENT; OMNIA COOPERATIVE PURCHASING AGREEMENT)	\$22,418.08	<u>(101098) JERRY PATE TURF & IRRIGATION INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022479-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 1

Vendor
 JERRY PATE TURF & IRRIGATION INC
 301 SCHUBERT DRIVE

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

PENSACOLA, FL 32504

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

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

Delivery Reference
 TRAVESIA AGEE

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

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/25	101098				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 ZERO TURN STAND ON SPRAYER/SPREADER AS FOLLOWS: TORO Z SPRAYER/SPREADER #34243 WITH 60 GAL TANK 220 LBS SPREADER WITH 142-7877 HOPPER VIBRATORY KIT AND 342-7070 FOAM MARKER KIT AS PER YOUR QUOTE DATED JUNE3, 2025 BY BEN WILSON Additional Description Notes	1.00 EACH	22418.08000	22418.08

LESCO LZ250500V OR EQUAL ZERO TURN STAND ON SPRAYER/SPREADER AS FOLLOWS:

MODEL 400 STAINLESS STEEL FRAME CAPACITY 50 GAL. 46IN. WIDE W/VANGUARD
 ENGINE

SPECS ATTACHED

AS REQUESTED BY 2012-PARKS

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	22418.08
---	----------

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 00022479-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/25	101098				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total	22418.08
-------------------	----------

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	22418.08	133029.90

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	22418.08	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	04/04/25	KIM CARMODY	
Approved	04/04/25	DANIEL OTTO	Auto approved by: 910520521
Approved	04/07/25	BRENDA RHODES	
Approved	04/07/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/07/25	RELYA MALLORY	Auto approved by: 910511034
Forward	06/06/25	CLAUDE BUERGER IV	Automatic Forward to 910520668
Unknown	06/30/25	JOHN PAINE	
Approved	06/30/25	DONALD ROSE	Auto approved by: 9105paij
Approved	06/30/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	06/30/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	06/30/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	06/30/25	SAMANTHA COOLEY	Auto approved by: 9105paij



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Innovation in Action.

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Public Sector



K-12 Education



Higher Education



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Toro offers a wide range of products to help golf courses, professional contractors, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites around the world.

- **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment**
City of Mesa, AZ | 2023261

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)



Toro Contract Documentation

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

Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

City of Mesa, AZ

Contract Number: 2023261

Initial Term: April 1, 2024 through March 31, 2026

Initial Term: April 1, 2024 through March 31, 2029

Renewal Options: Option to renew up to a maximum of two (2) years, through March 31, 2031

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Response Evaluation

- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [Proof of Publication](#)
- [Historically Underutilized Business Outreach](#)



Hi! Have a question? I'm here to help.



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OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 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 Emergency Equipment Professional Inc for accident repairs to 2024 Pierce Enforcer aerial fire truck for MFRD.

Amount of Contract:

\$95,322.63

Funding Source

General fund.

ATTACHMENTS:

1. 20250702 EEP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 8 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 Emergency Equipment Professional, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Emergency Equipment Professional Inc for accident
repairs to 2024 Pierce Enforcer aerial fire truck for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$95,322.63

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: Sole source to provide repairs that retain manufacturer purchase warranties

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>26437</u>	2025	(1510) FIRE ADMINISTRATION	ACCIDENT REPAIRS TO 2024 PIERCE ENFORCER AERIAL FIRE TRUCK FOR MFRD (SOLE SOURCE TO PROVIDE REPAIRS TO RETAIN MANUFACTURER WARRANTIES)	\$95,322.63	(<u>294963</u>) <u>EMERGENCY</u> <u>EQUIPMENT</u> <u>PROFESSIONAL,</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 1
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

REPAIRS ARE TO INCLUDE REPLACEMENT OF EXHAUST SYSTEM PARTS THAT WERE REMOVED FROM THE TRUCK'S EXHAUST SYSTEM.

FIRE PUMP IS TO BE REPLACED DUE TO CRACKED CASING.

REPAIRS ARE TO BE MADE TO THE FUEL TANK AND SYSTEM, WIRING AND BRAKES.

REPAIRS AND PRICING TO BE AS PER EMERGENCY EQUIPMENT PROFESSIONALS QUOTE 223897.

All factory warranties from Pierce, Waterous, and PACCAR will remain fully intact upon completion of the repairs outlined by Emergency Equipment Professionals.
Repairs to be Performed as per quote:

All repairs will be conducted by our factory-trained and certified technicians, who are authorized to service Pierce, Waterous, and PACCAR equipment.

Technicians are to hold PACCAR

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 2
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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MX13 Level Two certifications.
Repairs to be in compliance with manufacturer standards.
All warranties will remain
unaected by repairs:.

NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE.

ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR.

001	T-17 / asset 77569; LABOR; PER ESTIMATE 223897 REPAIRS ARE TO INCLUDE REPLACEMENT OF EXHAUST SYSTEM PARTS THAT WERE REMOVED FROM THE TRUCK'S EXHAUST SYSTEM. FIRE PUMP IS TO BE REPLACED DUE TO CRACKED CASING All factory warranties from Pierce, Waterous, and PACCAR will remain fully intact upon completion of the repairs outlined by Emergency	1.00 EACH	22200.00000	22200.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 3
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	Equipment Professionals. Repairs to be Performed as per quote: All repairs will be conducted by our factory-trained and certified technicians, who are authorized to service Pierce, Waterous, and PACCAR equipment. Technicians are to hold PACCAR MX13 Level Two certifications. Repairs to be in compliance with manufacturer standards. All warranties will remain unaected by repairs: Vendor Item 1000.30.15.1510.1522.1510.0000.0000.45050. 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			22200.00
002	T-17 / asset 77569; WATEROUS PUMP CSUC22D; PER ESTIMATE 223897	1.00 EACH	33225.00000	33225.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 4
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.45050. 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			33225.00
003	T-17 / asset 77569; PART #PRC-SE-13026, CABLE, J1939 DATA, BRAND REX; PER ESTIMATE 223897 Vendor Item	15.00 EACH	0.54000	8.10
1	1000.30.15.1510.1522.1510.0000.0000.45050. Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			8.10

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 5
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	T-17 / asset 77569; PART #PRC-64-6625-0001, DATA TEE, DEUTSCH CONNECTOR; PER ESTIMATE 223897 Vendor Item	1.00 EACH	21.85000	21.85
1	1000.30.15.1510.1522.1510.0000.0000.45050.			21.85
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	T-17 / asset 77569; PART #PRC-64-6620-0023, CONNECTOR, DEUTSCH PLUG, DT SER; PER ESTIMATE 223897	2.00 EACH	5.17000	10.34

Bill To	Requisition 00026437-00 FY 2025
ACCOUNTS PAYABLE	PO 25011071
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted

Page 6

Vendor	Ship To
EMERGENCY EQUIPMENT PROFESSIONAL, INC	FIRE CENTRAL SUPPLY
6441 HWY 51 NORTH	2851 OLD SHELL ROAD
	MOBILE, AL 36607
HORN LAKE, MS 38637	RICHARDSONV@CITYOFMOBILE.ORG
USA	
Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.45050.			10.34
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	T-17 / asset 77569; PART #PRC-64-6624-0017, LOCK, SECONDARY, DEUTSCH DT SER PER ESTIMATE 223897 Vendor Item	2.00 EACH	0.28000	0.56
1	1000.30.15.1510.1522.1510.0000.0000.45050.			.56

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 7
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	T-17 / asset 77569; PART #PRC-64-6623-0001, TERM, DEUTSCH SOCK #16, 18-16 GA PER ESTIMATE 223897 Vendor Item	6.00 EACH	1.42000	8.52
1	1000.30.15.1510.1522.1510.0000.0000.45050.			8.52

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 8
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
008	T-17 / asset 77569; PART #RDY-950390003000813, ATF, DURAMAX, DEXIII, 5G; PER ESTIMATE 223897 Vendor Item	2.00 EACH	20.82000	41.64
1	1000.30.15.1510.1522.1510.0000.0000.45050.			41.64
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				
009	T-17 / asset 77569; SHOP SUPPLIES; PER ESTIMATE 223897 Vendor Item	1.00 EACH	155.00000	155.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			155.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 9
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
010	T-17 / asset 77569; DFF/SCR EXHAUST; PER ESTIMATE 223897 Vendor Item	1.00 EACH	31000.00000	31000.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			31000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 10
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
011	T-17 / asset 77569; PART #PRC-2980434, BRKT, EGTS, MTG, ASSY; PER ESTIMATE 223897 Vendor Item	1.00 EACH	67.86000	67.86
1	1000.30.15.1510.1522.1510.0000.0000.45050.			67.86
	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			
012	T-17 / asset 77569; PART #PRC-2980436, BRKT, EGTS, MTG; PER ESTIMATE 223897 Vendor Item	1.00 EACH	33.49000	33.49
1	1000.30.15.1510.1522.1510.0000.0000.45050.			33.49

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 11
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
013	T-17 / asset 77569; PART #PRC-2980439, BRKT, ECU, SOOT SENSOR, ASSY; PER ESTIMATE 223897 Vendor Item	1.00 EACH	178.08000	178.08
1	1000.30.15.1510.1522.1510.0000.0000.45050. 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			178.08

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 12
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
014	T-17 / asset 77569; PART #PRC-2980440, BRKT, ECU, SOOT SENSOR; PER ESTIMATE 223897 Vendor Item	1.00 EACH	89.95000	89.95
1	1000.30.15.1510.1522.1510.0000.0000.45050.			89.95
	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			
015	T-17 / asset 77569; PART #PRC-2980393, BRKT, AT MTG, WLDMT, IVZ, XA,X15; PER ESTIMATE 223897 Vendor Item	2.00 EACH	167.47000	334.94
1	1000.30.15.1510.1522.1510.0000.0000.45050.			334.94

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 13
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
016	T-17 / asset 77569; PART #PRC-2980417, AT MTG, WLDMT; PER ESTIMATE 223897 Vendor Item	1.00 EACH	233.28000	233.28
1	1000.30.15.1510.1522.1510.0000.0000.45050. 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			233.28

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 14
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
017	T-17 / asset 77569; PART #PRC-3301451, AT, MTG, REAR, WLDMT; PER ESTIMATE 223897 Vendor Item	1.00 EACH	251.26000	251.26
1	1000.30.15.1510.1522.1510.0000.0000.45050.			251.26
	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			
018	T-17 / asset 77569; PRC-82-9132-0075, BOLT, .25-20UNC, HX FLNG, GB; PER ESTIMATE 223897 Vendor Item	4.00 EACH	0.18000	0.72
1	1000.30.15.1510.1522.1510.0000.0000.45050.			.72

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 15
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
019	T-17 / asset 77569; PART #PRC-82-9132-0100, BOLT, 25-20; PER ESTIMATE 223897 Vendor Item	2.00 EACH	0.22000	0.44
1	1000.30.15.1510.1522.1510.0000.0000.45050.			.44

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 16
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
020	T-17 / asset 77569; PART #PRC-2930784, STRAP, AT MTG ASSY; PER ESTIMATE 223897 Vendor Item	2.00 EACH	218.82000	437.64
1	1000.30.15.1510.1522.1510.0000.0000.45050.			437.64
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				
021	T-17 / asset 77569; PART #PRC-82-0200-0038, NUT, UNC, SPNLCK, YWZC; PER ESTIMATE 223897 Vendor Item	12.00 EACH	0.14000	1.68
1	1000.30.15.1510.1522.1510.0000.0000.45050.			1.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 17
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
022	T-17 / asset 77569; PART #PRC-82-4050-0125, BOLT, .38-16NC, FLANG HD, ZN,G-8; PER ESTIMATE 223897 Vendor Item	4.00 EACH	1.14000	4.56
1	1000.30.15.1510.1522.1510.0000.0000.45050.			4.56

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 18
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
023	T-17 / asset 77569; PART #PRC-82-4050-0150, BOLT, 38-16NC, FLANG HD, ZN,G-8; PER ESTIMATE 223897 Vendor Item	4.00 EACH	1.01000	4.04
1	1000.30.15.1510.1522.1510.0000.0000.45050.			4.04
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				
024	T-17 / asset 77569; PART #PRC-80-6010, CLAMP, MUFFLER 5IN; PER ESTIMATE 223897 Vendor Item	1.00 EACH	13.38000	13.38
1	1000.30.15.1510.1522.1510.0000.0000.45050.			13.38

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 19
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
025	T-17 / asset 77569; PART #PRC-42-2221, CLAMP V-BAND 5IN; PER ESTIMATE 223897 Vendor Item	1.00 EACH	47.47000	47.47
1	1000.30.15.1510.1522.1510.0000.0000.45050. 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			47.47

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 20
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
026	T-17 / asset 77569; PART #PRC-2022706, GASKET, EXHAUST, MARMON, 5"; PER ESTIMATE 223897 Vendor Item	1.00 EACH	40.46000	40.46
1	1000.30.15.1510.1522.1510.0000.0000.45050.			40.46
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				
027	T-17 / asset 77569; PRC-82-0257-0002, INSERT, THREADED, .25-20, STEEL; PER ESTIMAGE 223897 Vendor Item	6.00 EACH	0.30000	1.80
1	1000.30.15.1510.1522.1510.0000.0000.45050.			1.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 21
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
028	T-17 / asset 77569; PART #PRC-64-2120-H003, WIRE HARNESS, AFTER TREATMENT; PER ESTIMATE 223897 Vendor Item	1.00 EACH	317.50000	317.50
1	1000.30.15.1510.1522.1510.0000.0000.45050.			317.50

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

 Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 22
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
029	T-17 / asset 77569; PART #PRC-3483708, HOSE, DEF, RETURN, PRESSURE; PER ESTIMATE 223897 Vendor Item	1.00 EACH	319.55000	319.55
1	1000.30.15.1510.1522.1510.0000.0000.45050.			319.55
	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			
030	T-17 / asset 77569; PART #PRC-2986870, HOSE, DEF, HEATED, PRESSURE; PER ESTIMATE 223897 Vendor Item	1.00 EACH	208.58000	208.58
1	1000.30.15.1510.1522.1510.0000.0000.45050.			208.58

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 23
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
031	T-17 / asset 77569; PART #PRC-3192166-0002, LIGHT, AMDOR, LED, LUMA BAR, 20" L; PER ESTIMATE 223897 Vendor Item	1.00 EACH	295.95000	295.95
1	1000.30.15.1510.1522.1510.0000.0000.45050.			295.95

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 24
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
032	T-17 / asset 77569; PART #PRC-1346933, TANK, FUEL 63 GAL STEEL; PER ESTIMATE 223897 Vendor Item	1.00 EACH	1144.86000	1144.86
1	1000.30.15.1510.1522.1510.0000.0000.45050.			1144.86
	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			
033	T-17 / asset 77569; PART #PRC-1356295, STRAP, FUEL TANK MTG, 63 GAL; PER ESTIMATE 223897 Vendor Item	2.00 EACH	271.31000	542.62
1	1000.30.15.1510.1522.1510.0000.0000.45050.			542.62

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 25
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
034	T-17 / asset 77569; PART #PRC-2852297-01, SENDER, FUEL LEVEL ISSPRO 10-187 OHM, 47 & 63 gallon; PER ESTIMATE 223897 Vendor Item	1.00 EACH	186.91000	186.91
1	1000.30.15.1510.1522.1510.0000.0000.45050.			186.91

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 26
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
035	T-17 / asset 77569; BRAKE CHAMBER RH, RR, 30/30; PER ESTIMATE 223897 Vendor Item	1.00 EACH	244.60000	244.60
1	1000.30.15.1510.1522.1510.0000.0000.45050.			244.60
	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			
036	T-17 / asset 77569; NOX SENSOR; PER ESTIMATE 223897 Vendor Item	1.00 EACH	750.00000	750.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			750.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 27
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				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			
037	T-17 / asset 77569; DPF PRESSURE SENSOR; PER ESTIMATE 223897 Vendor Item	1.00 EACH	285.00000	285.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			285.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 28
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
038	T-17 / asset 77569; DOSER VALVE; PER ESTIMATE 223897 Vendor Item	1.00 EACH	595.00000	595.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			595.00
	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			
039	T-17 / asset 77569;TEMP SENSOR WITH MODULE; PER ESTIMATE 223897 Vendor Item	1.00 EACH	750.00000	750.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			750.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 29
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
040	T-17 / asset 77569; DPF PRESSURE TUBES; PER ESTIMATE 223897 Vendor Item	2.00 EACH	125.00000	250.00
1	1000.30.15.1510.1522.1510.0000.0000.45050.			250.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 30
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
041 FREIGHT	1.00 EACH	650.00000	650.00

Additional Description Notes

T-17 / asset 77569; ESTIMATED FREIGHT CHARGES; PER ESTIMATE 223897
Vendor Item
Inventory Item/Loc 14009

1 1000.30.15.1510.1522.1510.0000.0000.45050. 650.00

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

042 T-17 / asset 77569; PUMP TEST; PER ESTIMATE 223897 Vendor Item	1.00 EACH	370.00000	370.00
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1 1000.30.15.1510.1522.1510.0000.0000.45050. 370.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 31
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				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			

[Requisition Link](#)

Requisition Total	95322.63
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45050.	95322.63	386594.71
FIRE SUPPRESSION DIV EXP		REPAIR PARTS

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

Activity	Date	Clerk	Comment
Approved	07/02/25	DONALD ROSE	Auto approved by: 9105paij
Approved	07/02/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/02/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	07/02/25	JOHNNIE HARRUB	Auto approved by: 9105paij
Approved	07/02/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	07/02/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	07/02/25	JOHN PAINE	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026437-00 FY 2025 PO 25011071 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Converted	Page 32
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Vendor EMERGENCY EQUIPMENT PROFESSIONAL, INC 6441 HWY 51 NORTH HORN LAKE, MS 38637 USA Tel#205-685-8200	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
06/25/25	294963				FIRE ADMINISTRATION

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

Emergency Equipment Professionals

6/26/2025

5237 Halls Mill Rd Mobile, AL 36619

Dear Chief Browne and Mr. Paine,

We are pleased to confirm that all factory warranties from Pierce, Waterous, and PACCAR will remain fully intact upon completion of the repairs outlined below by Emergency Equipment Professionals.

Repairs to be Performed: Please see attached quote.

All repairs will be conducted by our factory-trained and certified technicians, who are authorized to service Pierce, Waterous, and PACCAR equipment. Emergency Equipment Professionals is an authorized dealer and service provider for Pierce and Waterous, and our technicians hold PACCAR MX13 Level Two certifications. Each technician has undergone rigorous factory training to ensure compliance with manufacturer standards.

We have verified with the following manufacturer representatives that all warranties will remain unaffected by our repairs:

Pierce: Jim Carney, Pierce Warranty Manager

Waterous: Brad Kuhnen, Sales Manager

PACCAR: Lance Sessions, Sales, and Service Engineer – NA Component Sales

Should you have any questions or require further details, please contact us at 501-366-2990. We are committed to delivering high-quality service while preserving your equipment's warranty coverage.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Temple', with a stylized, flowing script.

Brian Temple

Vice President of Service

Emergency Equipment Professionals

501-366-2990



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 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 Ferno Washington Inc for two years of preventative maintenance and extended warranty services for five Ferno POWER X1 ambulance cots for MFRD.

Amount of Contract:

\$24,055.00

Funding Source

General fund - EMS Expense

ATTACHMENTS:

1. 20250702 Ferno Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 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 Ferno Washington Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Ferno Washington Inc for two years of preventative maintenance and extended warranty services for five Ferno POWER X1 ambulance cots for MFRD.
General fund - EMS Expense

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,055.00

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; sole source for manufacturer warranty support

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>26425</u>	2025	(1510) FIRE ADMINISTRATION	TWO-YEARS OF PREVENTATIVE MAINTENANCE AND EXTENDED WARRANTY SERVICES FOR FIVE FERNO POWER X1 AMBULANCE COTS FOR MFRD (PRICE BELOW BID REQUIREMENT; SOLE SOURCE FOR MANUFACTURER WARRANTY SUPPORT)	\$24,055.00	<u>(063090) FERNO WASHINGTON INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026425-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	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
06/25/25	063090				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	Sole source-product is warranty from manufacturer. SA-POWER X1 ESSENTIAL PLAN, 2Y Essential Service Plan (2 years) - Parts, labor, travel, one annual preventative maintenance inspections, unscheduled service and product health report. Replacement parts do not include mattresses, mattress covers, restraints, batteries*, accessories, or damage due to misuse. *Extended Warranty Plan for Power X1 Stretcher - Serial # 20S020450 - Extended Warranty will expire on 10/30/2027 per quote 27555 Vendor Item	1.00 EACH	4451.00000	4451.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			4451.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026425-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	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
06/25/25	063090				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
002	SA-POWER X1 ESSENTIAL PLAN, 2Y Essential Service Plan (2 years) - Parts, labor, travel, one annual preventative maintenance inspections, unscheduled service and product health report. Replacement parts do not include mattresses, mattress covers, restraints, batteries*, accessories, or damage due to misuse. *Extended Warranty Plan for Power X1 Stretcher - Serial # 21S024382 - Extended Warranty will expire on 10/30/2027 per quote 27555 Vendor Item	1.00 EACH	4451.00000	4451.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026425-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor
 FERNO WASHINGTON INC
 70 WEIL WAY

WILMINGTON, OH 45177

Tel#937-382-1451
 Fax 937-382-1191

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
06/25/25	063090				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
1 6120.70.15.0000.0000.1510.0000.0000.44020.			4451.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003 SA-POWER X1 ESSENTIAL PLAN, 2Y Essential Service Plan (2 years) - Parts, labor, travel, one annual preventative maintenance inspections, unscheduled service and product health report. Replacement parts do not include mattresses, mattress covers, restraints, batteries*, accessories, or damage due to misuse. *Extended Warranty Plan for Power X1 Stretcher - Serial # 21S024756 - Extended Warranty will expire on 10/30/2027 per quote 27555 Vendor Item	1.00 EACH	4451.00000	4451.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026425-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	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
06/25/25	063090				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			4451.00
	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			
004	SA-POWER X1 ESSENTIAL PLAN, 2Y Essential Service Plan (2 years) - Parts, labor, travel, one annual preventative maintenance inspections, unscheduled service and product health report. Replacement parts do not include mattresses, mattress covers, restraints, batteries*, accessories, or damage due to misuse. *Extended Warranty Plan for Power X1 Stretcher - Serial # 21S024755 - Extended Warranty will expire on 10/30/2027 per quote 27555	1.00 EACH	4451.00000	4451.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026425-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 5
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Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	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
06/25/25	063090				FIRE ADMINISTRATION

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			4451.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SA-POWER X1 ESSENTIAL PLAN, 2Y Essential Service Plan (2 years) - Parts, labor, travel, one annual preventative maintenance inspections, unscheduled service and product health report. Replacement parts do not include mattresses, mattress covers, restraints, batteries*, accessories, or damage due to misuse. *Extended Warranty Plan for Power X1 Stretcher - Serial # 20S020317 - Extended Warranty will expire on 10/30/2027 per quote	1.00 EACH	4451.00000	4451.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026425-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 6
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Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	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
06/25/25	063090				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
27555	Vendor Item			
1	6120.70.15.0000.0000.1510.0000.0000.44020.			4451.00

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

006	Cot Care Travel Exp This class will be held on site at Mobile Fire. Travel expenses will cover the tech to come on site for the Certification Class per quote 27555 Additional Description Notes -----	1.00 EACH	1800.00000	1800.00
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PROFESSIONAL SERVICE
 Vendor Item

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Bill To	Requisition 00026425-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 7
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Vendor
 FERNO WASHINGTON INC
 70 WEIL WAY

WILMINGTON, OH 45177

Tel#937-382-1451
 Fax 937-382-1191

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	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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06/25/25	063090				FIRE ADMINISTRATION
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LN Description / Account	Qty	Unit Price	Net Price
1 6120.70.15.0000.0000.1510.0000.0000.44020.			1800.00

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

007 INX COT CARE REPAIR/UP TO 3 - COT	1.00	0.00000	0.00
CARE CERTIFICATION CLASS FOR UP TO	EACH		
3 PERSONNEL FROM MOBILE FIRE TO			
GET CERTIFIED TO DO PMS/REPAIRS TO			
GET YOUR STRETCHERS BACK IN			
SERVICE QUICKER **THIS			
CERTIFICATION CLASS WILL BE			
OFFERED AT NO CHARGE TO CITY OF			
MOBILE WHEN PURCHASING THE ABOVE			
EXTENDED WARRANTY PLANS.***			
Additional Description Notes			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026425-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 8
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Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	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
06/25/25	063090				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			.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	24055.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	24055.00	367126.22
EMERGENCY MEDICAL SVCS EXP		
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Cancelled	07/02/25	SAMANTHA COOLEY	Requisition item added changed per your request Auto approved by: 910520704 Auto approved by: 910520704
Rejected	06/25/25	JOHN PAINE	
Approved	07/02/25	DONALD ROSE	
Approved	07/02/25	SANDRA LEWIS	

=====	=====
Bill To	Requisition 00026425-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 9
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Vendor
 FERNO WASHINGTON INC
 70 WEIL WAY

WILMINGTON, OH 45177

Tel#937-382-1451
 Fax 937-382-1191

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	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/25/25	063090				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/02/25 STEVEN KRONINGER	Auto approved by:	910520704	
Approved	07/02/25 JOHNNIE HARRUB	Auto approved by:	910520704	
Approved	07/02/25 SAMANTHA COOLEY			
Approved	07/02/25 ANNE FOLEY	Auto approved by:	910520704	
Approved	07/02/25 JOHN PAINE	Auto approved by:	910520704	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 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 Global Industries Inc for furniture for Build Mobile GIS office.

Amount of Contract:

\$23,559.18

Funding Source

General fund.

ATTACHMENTS:

1. 20250701 Global Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 8 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 Global Industries Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Global Industries Inc for furniture for Build Mobile GIS office.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$23,559.18

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. TIPS cooperative purchasing agreement.

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>26074</u>	2025	(3040) BUILD MOBILE EXECUTIVE DIRECTOR	NEW FURNITURE FOR BUILD MOBILE GIS OFFICES (PRICE BELOW BID REQUIREMENT; THE INTERLOCAL PURCHASING SYSTEM COOPERATIVE PURCHASING AGREEMENT)	\$23,559.18	<u>(073476) GLOBAL INDUSTRIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

PER TIPS CONTRACT #230301.
CITY OF MOBILE MEMBER #346561.

001	INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY ATTN: NANCY BRAMLETT. TABLES, AS SPECIFIED: 2.00 474.26000 948.52 FREESTANDING W/2 FULL END PANELS, EACH 29.69"D X 72"W X 29.5"H, ZIRA, GLOBAL #Z3072T.
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1	1000.45.20.3040.3040.3000.0000.0000.47020.	948.52
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Ship To
 PLANNING & ZONING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 345
 MOBILE, AL 36644
 Delivery Reference
 GIS OFC RENOVATION

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

002	HUTCHES, AS SPECIFIED: CLOSED	4.00	784.76000	3139.04
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	W/DOORS AND ONE FIXED SHELF PLUS FIXED SHELF DIVIDER,15"D X 72"W x 41.9"H, ZIRA, GLOBAL #Z72S42H. 1000.45.20.3040.3040.3000.0000.0000.47020.			3139.04
Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644				
003	STORAGE, AS SPECIFIED: STORAGE SHELL W/2 BOX AND 1 FILE DRAWER, SIDE TO SIDE FILING ONLY, 23.4"D X 15"W X 28.5"H, ZIRA, GLOBAL #Z15L2BFS	2.00 EACH	420.90000	841.80
1	1000.45.20.3040.3040.3000.0000.0000.47020.			841.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION
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Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
004	RETURN, AS SPECIFIED: FULL TO THE FLOOR RETURN, F/F ON RIGHT, 12"H MODESTY PANEL, ZIRA, GLOBAL #Z2448SRR	2.00 EACH	629.28000	1258.56
1	1000.45.20.3040.3040.3000.0000.0000.47020.			1258.56
	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION
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Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
005	BRIDGES, AS SPECIFIED: SPACE SAVER RIGHT W/16" THROAT, 24"D X 48"W X 29.5"H, ZIRA, GLOBAL #Z244816BR	1.00 EACH	255.76000	255.76
1	1000.45.20.3040.3040.3000.0000.0000.47020.			255.76

Ship To
 PLANNING & ZONING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 345
 MOBILE, AL 36644
 Delivery Reference
 GIS OFC RENOVATION

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

006	CREDENZA, AS SPECIFIED: FULL TO FLOOR SINGLE PEDESTAL CREDENZA WITH F/F ON THE RIGHT, LOCKS, 24"D	1.00 EACH	747.50000	747.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION
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Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	X 72"W X 29.5"H, ZIRA, GLOBAL #Z2472CS2R			
1	1000.45.20.3040.3040.3000.0000.0000.47020.			747.50
	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
007	CREDENZA, AS SPECIFIED: FULL TO FLOOR SINGLE PEDESTAL CREDENZA WITH F/F ON THE LEFT, LOCKS, 24"D X 72"W X 29.5"H, ZIRA, GLOBAL #Z2472CS2L	1.00 EACH	747.50000	747.50
1	1000.45.20.3040.3040.3000.0000.0000.47020.			747.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN Description / Account	Qty	Unit Price	Net Price
Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
008 BRIDGES, AS SPECIFIED: SPACE SAVER, LEFT W/16" THROAT, 24"D X 42"W X 29.5"H, ZIRA, GLOBAL #Z244216BL	1.00 EACH	224.94000	224.94

1 1000.45.20.3040.3040.3000.0000.0000.47020.	224.94
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Ship To
 PLANNING & ZONING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 345
 MOBILE, AL 36644
 Delivery Reference
 GIS OFC RENOVATION

 Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 7
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION
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Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
009	CREDENZA, AS SPECIFIED: STORAGE CABINET CREDENZA, 2 STORAGE CABINETS SIDE BY SIDE, LOCKING, 24"D X 72"W x 29.5"H, ZIRA, GLOBAL #Z2472SCSC	2.00 EACH	1036.84000	2073.68
1	1000.45.20.3040.3040.3000.0000.0000.47020.			2073.68

Ship To
 PLANNING & ZONING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 345
 MOBILE, AL 36644
 Delivery Reference
 GIS OFC RENOVATION

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

010	MODULES, AS SPECIFIED: STORAGE MODULES W/ 2 LATERAL FILE DRAWERS	6.00 EACH	1271.90000	7631.40
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved
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Page 8

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

Ship To
 PLANNING & ZONING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 345
 MOBILE, AL 36644
 LISA.WATKINS@CITYOFMOBILE.ORG

Delivery Reference
 GIS OFC RENOVATION

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN Description / Account	Qty	Unit Price	Net Price
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ON BOTTOM WITH DOORS AND 2
 ADJUSTABLE SHELVES, 24"D X 30"W X
 71.9"H, ZIRA, GLOBAL #Z30L7E

1 1000.45.20.3040.3040.3000.0000.0000.47020.	7631.40
--	---------

Ship To
 PLANNING & ZONING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 345
 MOBILE, AL 36644
 Delivery Reference
 GIS OFC RENOVATION

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

011 MODULES, AS SPECIFIED: STORAGE MODULES WITH 4 ADJUSTABLE SHELVES AND DOORS, 24"D X 36"W X 71.9"H, ZIRA, GLOBAL #Z36L7SH	2.00 EACH	1092.04000	2184.08
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1 1000.45.20.3040.3040.3000.0000.0000.47020.	2184.08
--	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 9
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION
---	--

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
012	ISLAND, AS SPECIFIED: EXTENDED CORNER ISLANDS W/WORKSURFACE ON LEFT, FAUX PEDESTAL, POST, 48"D X 72"W X 29.5"H, ZIRA, GLOBAL #Z4872EDFL	1.00 EACH	654.58000	654.58
1	1000.45.20.3040.3040.3000.0000.0000.47020.			654.58
	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved
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Page 10

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
 Fax 856-552-1069

Ship To
 PLANNING & ZONING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 345
 MOBILE, AL 36644
 LISA.WATKINS@CITYOFMOBILE.ORG

Delivery Reference
 GIS OFC RENOVATION

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN Description / Account	Qty	Unit Price	Net Price
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Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

013 ISLAND, AS SPECIFIED: EXTENDED CORNER ISLANDS W/WORKSURFACE ON RIGHT, FAUX PEDESTAL, POST, 48"D X 72"W X 29.5"H, ZIRA, GLOBAL #Z4872EDFR	1.00 EACH	654.58000	654.58
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1 1000.45.20.3040.3040.3000.0000.0000.47020.	654.58
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Ship To
 PLANNING & ZONING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 345
 MOBILE, AL 36644
 Delivery Reference
 GIS OFC RENOVATION

Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 11
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN Description / Account	Qty	Unit Price	Net Price
014 ADAPTER, AS SPECIFIED: WALL ADAPTER, 66"H, EVO #CHWA66	1.00 EACH	46.06000	46.06
1 1000.45.20.3040.3040.3000.0000.0000.47020.			46.06

Ship To
 PLANNING & ZONING
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 345
 MOBILE, AL 36644
 Delivery Reference
 GIS OFC RENOVATION

 Deliver To
 CITY PLANNING ADMINISTRATION
 205 GOVERNMENT STREET
 3RD FLR S TOWER ROOM 334
 MOBILE, AL 36644

015 INSERT, AS SPECIFIED: END OF RUN TRIM INSERT FOR PANEL, 66"H, EVO #CMET66	1.00 EACH	13.23000	13.23
1 1000.45.20.3040.3040.3000.0000.0000.47020.			13.23

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 12
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
016	WRITEBOARD, AS SPECIFIED: SEGMENTED, WRITEBOARD, SINGLE SIDED, NON-POWERED, RACEWAY COVER NO PUNCH, RACEWAY COVER WITH PUNCH, EVO #CMFW6660N0	1.00 EACH	703.15000	703.15
1	1000.45.20.3040.3040.3000.0000.0000.47020.			703.15
	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026074-00 FY 2025 Acct No: 1000.45.20.3040.3040.3000.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 13
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 LISA.WATKINS@CITYOFMOBILE.ORG Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			
017	FREIGHT	1.00 EACH	77.80000	77.80
	Additional Description Notes ----- EVO Vendor Item Inventory Item/Loc 14009			
1	1000.45.20.3040.3040.3000.0000.0000.47020.			77.80
	Ship To PLANNING & ZONING 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 345 MOBILE, AL 36644 Delivery Reference GIS OFC RENOVATION Deliver To CITY PLANNING ADMINISTRATION 205 GOVERNMENT STREET 3RD FLR S TOWER ROOM 334 MOBILE, AL 36644			

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Bill To	Requisition 00026074-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.45.20.3040.3040.3000.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 14
=====	=====

Vendor
GLOBAL INDUSTRIES INC
17 WEST STOW RD

MARLTON, NJ 08053

Tel#856-596-3390
Fax 856-552-1069

Ship To
PLANNING & ZONING
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 345
MOBILE, AL 36644
LISA.WATKINS@CITYOFMOBILE.ORG

Delivery Reference
GIS OFC RENOVATION

Deliver To
CITY PLANNING ADMINISTRATION
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 334
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/17/25	073476	07/31/25			BUILD MOBILE EXEC DIRECTOR
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
018 INSTALLATION CHARGE	1.00	1357.00000	1357.00
	LOT		

Additional Description Notes

PER TIPS CONTRACT #230301

INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY

ATTN: NANCY BRAMLETT.

Vendor Item

Inventory Item/Loc 12374

1 1000.45.20.3040.3040.3000.0000.0000.47020.	1357.00
--	---------

Ship To
PLANNING & ZONING
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 345
MOBILE, AL 36644
Delivery Reference
GIS OFC RENOVATION

Deliver To
CITY PLANNING ADMINISTRATION
205 GOVERNMENT STREET
3RD FLR S TOWER ROOM 334
MOBILE, AL 36644

[Requisition Link](#)



THE INTERLOCAL PURCHASING SYSTEM

"PURCHASING MADE PERSONAL"



EMAIL PO & VENDOR QUOTE TO: TIPSP0@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

TIPS Member PO Process

OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

RESELLERS



Print

VENDOR **Global Furniture Group**

17 West Stow Road Marlton NJ,08053

WEBSITE www.globalfurnituregroup.com

SERVICE/PRODUCTS DESCRIPTION

Global Industries, Inc., a part of the Global Furniture Group ("Global"), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories. Our vast product assortment and myriad options cover the needs of workplace, education, and healthcare facilities. The quality of our products is evidenced by our lifetime warranties.

CONTRACT: **230301 Furniture, Furnishings, and Services**

End Date: May-31-2028 EDGAR COMPLIANCE: [View Doc.](#)



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 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System (“TIPS”), 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 a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department’s review, the competitive bid process used by TIPS 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 TIPS, 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 TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS’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 the materials or equipment. See Section 39-2-2(l)(1), *Ala. Code* 1975, as amended by Act 2021-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R.L.R.', with a stylized, cursive script.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 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 North American Fire Equipment Co Inc for 600 LION RedZone particulate-blocking hoods for MFRD.

Amount of Contract:

\$63,600.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250702 Nafeco Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 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 North American Fire Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to North American Fire Equipment Co Inc for 600 LION
RedZone particulate-blocking hoods for MFRD.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$63,600.00

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>26457</u>	2025	(1510) FIRE ADMINISTRATION	600 LION REDZONE PARTICULATE-BLOCKING HOODS FOR MFRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$63,600.00	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026457-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	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
06/25/25	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER SOURCEWELL CONTRACT # 010424-LIO AND QUOTE Q1225061684617 FIRE PROTECTION CLOTHING: LION Hood, RedZone Particulate Blocking, StedAir, NFPA, Tan, ITEM HD395146; Pricing per Sourcewell Contract # 010424-LIO. Mobile is tax exempt. Delivery is included in the price. No additional fees apply. Per Quote Q1225061684617 Vendor Item	600.00 EACH	106.00000	63600.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			31800.00
2	6120.70.15.0000.0000.1510.0000.0000.42150.			31800.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026457-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
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Page 2

Vendor
 NORTH AMERICAN FIRE EQUIPMENT CO INC
 PO Box 2928

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

DECATUR, AL 35602
 USA
 Tel#256-353-7100
 Fax 256-355-0852

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
06/25/25	149290				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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[Requisition Link](#)

Requisition Total 63600.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
FIRE SUPPRESSION DIV EXP	31800.00	1365471.46
6120.70.15.0000.0000.1510.0000.0000.42150.		
OPERATING SUPPLIES	31800.00	367126.22
EMERGENCY MEDICAL SVCS EXP		
MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	07/02/25	DONALD ROSE	Auto approved by: 910520704
Approved	07/02/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	07/02/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	07/02/25	JOHNNIE HARRUB	Auto approved by: 910520704
Approved	07/02/25	SAMANTHA COOLEY	
Approved	07/02/25	ANNE FOLEY	Auto approved by: 910520704
Approved	07/02/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

LION First Responder

Firefighting PPE

#010424-LIO

Maturity Date: 3/27/2028

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 010424-LIO gives access to the following types of goods and services:

- Turnout gear
- Helmets
- Gloves
- Boots
- Hoods
- CBRN
- StationWear
- RescueWear
- PPE maintenance
- Fire training
- First Responder training products

Buy Sourcewell

Login to unlock more contract features.

Username

Password

Log In

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Register for an account

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

Search Suppliers & Contracts

[General Contracts](#)

[eziQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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: July 8, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

08- Approve purchase orders to RBC Vegetation Management LLC for tree maintenance and removal on Azalea Road; \$149,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

Amount of Contract:

\$149,400.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250702 RBC Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 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 Orders to RBC Vegetation Management LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase orders to RBC Vegetation Management LLC for tree maintenance and removal on Azalea Road from Airport to Government, and Hillcrest Road from Old Shell to Girby. General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$149,400.00

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed Bid 5960.

How many bidders received bid packages (if applicable): 35 + web

How many bidders submitted bids (if applicable): 7

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, purchase orders 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>26831,</u> <u>26832</u>	2025	(2018) FORESTRY	ROW TREE MAINTENANCE AND REMOVAL ON AZALEA RD BETWEEN AIRPORT AND GOVERNMENT, AND HILLCREST ROAD BETWEEN OLD SHELL AND GIRBY (SEALED BID 5960)	\$149,400.00	<u>(298841) RBC</u> <u>VEGETATION</u> <u>MANAGEMENT</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026831-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released	Page 1
--	--	--------

Vendor RBC VEGETATION MANAGEMENT LLC 4562 MAPLE AVE SARALAND, AL 36571 Tel#2514231409	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG
---	--

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	298841				FORESTRY

LN Description / Account	Qty	Unit Price	Net Price
001 TREE REMOVAL AND MAINTENANCE - HILLCREST RD VENDOR TO TRIM TREE LIMBS, REMOVE TREES AND STUMPS AND GRIND STUMPS AS STATED ON CITY OF MOBILE BID #5960 AND PER INSTRUCTIONS OF THE URBAN FORESTER OF THE CITY OF MOBILE AS PER CITY OF MOBILE BID 5960 AND YOUR QUOTE	1.00 EA	93600.00000	93600.00
1 1000.40.20.2070.2018.2070.0000.0000.42070.			93600.00

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total 93600.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026831-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released
--	--

Page 2

Vendor
 RBC VEGETATION MANAGEMENT LLC
 4562 MAPLE AVE

SARALAND, AL 36571

Tel#2514231409

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	298841				FORESTRY

Account	Amount	Remaining Budget
FORESTRY EXP	93600.00	1020406.26
CONTRACT LABOR		

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

Activity	Date	Clerk	Comment
Queued	07/02/25	MATTHEW ANDERSON	
Queued	07/02/25	SHONNDA SMITH	
Queued	07/02/25	CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		JOHNNIE HARRUB	
Pending		SAMANTHA COOLEY	
Pending		ANNE FOLEY	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026832-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released	Page 1
--	--	--------

Vendor RBC VEGETATION MANAGEMENT LLC 4562 MAPLE AVE SARALAND, AL 36571 Tel#2514231409	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG
---	--

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	298841				FORESTRY

LN Description / Account	Qty	Unit Price	Net Price
001 TREE REMOVAL AND MAINTENANCE AZALEA ROAD VENDOR TO TRIM TREE LIMBS, REMOVE TREES AND STUMPS AND GRIND STUMPS AS STATED ON CITY OF MOBILE BID #5960 AND PER INSTRUCTIONS OF THE URBAN FORESTER OF THE CITY OF MOBILE AS PER CITY OF MOBILE BID 5960 AND YOUR QUOTE	1.00 EA	55800.00000	55800.00
1 1000.40.20.2070.2018.2070.0000.0000.42070.			55800.00

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

[Requisition Link](#)

Requisition Total 55800.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026832-00 FY 2025 Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released
--	--

Page 2

Vendor
 RBC VEGETATION MANAGEMENT LLC
 4562 MAPLE AVE

SARALAND, AL 36571

Tel#2514231409

Ship To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605
 PETER.TOLER@CITYOFMOBILE.ORG

Deliver To
 URBAN FORESTRY
 ATTN: PETER TOLER
 1900 HURTEL STREET
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/02/25	298841				FORESTRY

Account	Amount	Remaining Budget
FORESTRY EXP	55800.00	1020406.26
CONTRACT LABOR		

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

Activity	Date	Clerk	Comment
Queued	07/02/25	MATTHEW ANDERSON	
Queued	07/02/25	SHONNDA SMITH	
Queued	07/02/25	CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		JOHNNIE HARRUB	
Pending		SAMANTHA COOLEY	
Pending		ANNE FOLEY	
Pending		JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

**BID TABULATION FOR BID #5960
TREE LIMB AND TREE REMOVAL AND STUMP GRINDING**

	HILLCREST	AZALEA
DAVEY TREE EXPERT COMPANY	\$256,327.69	\$186,396.15
TRI STATE TREE SERVICE	\$200,650.00	\$102,540.00
RBC VEGETATION MANAGEMENT	\$93,600.00	\$55,800.00
CAIN'S TREE & LANDSCAPE INC	\$194,300.00	\$146,500.00
ACE TREE SERVICE LLC	\$446,600.00	\$117,600.00
COASTAL TREE COMPANY	\$147,500.00	\$147,500.00
TREE PRO INC	\$204,000.00	\$102,000.00

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:
06/06/2025	5960	FORESTRY	As Specified

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

12:01 PM, WEDNESDAY, JUNE 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	This bid cancels and replaces City of Mobile Bid #5958 TREE LIMB AND TREE REMOVAL AND STUMP GRINDING Tree Limb Removal, Trimming, Tree Removal and Stump Grinding on the following streets as per the following and attached. Work is defined on the attached sheets. Vendors shall provide with this bid the following: • Their registration number with the Alabama Secretary of State’s Office or evidence from the Secretary of State that they do not need to register. • Their City of Mobile Business License Number. • Their registration with the E-Verify Program, Federal and State. • Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification. Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning. 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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The following is required and must be filled in: Registration Number with Secretary of State Office _____ City of Mobile Business License Number _____ E-Verify Enrollment Number _____ Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES _____ NO _____ City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under Bid #5960. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications. This is a sealed bid; your response must be in a sealed envelope that has your company name on the outside along with either the date and time of the bid opening, 12:01 P.M., WEDNESDAY, JUNE 18, 2025, or the Bid #5960. All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to 12:01 PM, Friday, WEDNESDAY, JUNE 18, 2025. Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. Any bids delivered after 12:01 P.M., WEDNESDAY, JUNE 18, 2025 will be returned unopened.					
			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.

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 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 contact purchasing@cityofmobile.org. TO BE AWARDED ON AN ITEM/STREET/SECTION BASIS					
			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.

PRICING SHEET FOR BID 5960

TREE REMOVAL AND MAINTENANCE

HILLCREST ROAD \$ _____

TREE REMOVAL AND MAINTENANCE

AZALEA ROAD \$ _____

Link to maps of the the streets and trees:

<https://cityofmobile.maps.arcgis.com/apps/webappviewer/index.html?id=83893b29d4764ec687b785e07b78e90c>

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. **Tree Pruning:** Prune trees along the specified roadway to a height of 16 ft on minor streets, 16 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

To include and service roads (both sides) running along the side and parallel to the main street.

2. **Tree Removal:** Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. **Tree Pruning over Sidewalks:** Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.
2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).
4. Contractor must have uniformed staff and identifiable equipment.
5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.
6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.
7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, 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 Quote or any activities conducted pursuant thereto, Contractor 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.
8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.
 - 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- \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined-
\$500,000 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- \$100,000 each occurrence.
Or, (in lieu of(1) and (2) above)
Bodily injury and property damage combined-
\$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.
2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact

Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.
4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.
5. All low branches over the street shall be pruned to provide a clearance of 18 (eighteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be pre-cut to prevent splitting.
6. All stumps are to be ground such that they are mowable. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.
7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.
8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.
9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.
10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.
12. Contractor may work weekdays and on Saturday, between the hours of 9:00 am and 4:00 pm.
13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.
14. "One Call" should be notified to come mark utilities.
15. If live wires are in the way, notify the City and power company.
16. If access is needed to private property, the vendor will need to coordinate with the property owner.
17. Permits are not needed for the trees/locations on the bid.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.
2. Unless otherwise agreed to by City, Contractor is to complete all work within 60 days of contract execution.
3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.
4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.
5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

III. BID SUBMISSION

- A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.
- B. No bid, performance, or labor/materials bonds are required.
- C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.
- D. A properly submitted Bid must include:
 - 1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
 - 2. Copy of Bidder's City of Mobile business license.
 - 3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
 - 4. Sealed envelope containing the above bid documentation with a notation indicating the Bid number and the bid due date and time.
- E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.
- F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions
 - 1. Register as a vendor with the City of Mobile.
 - 2. Submit proof of enrollment in the Federal E-Verify program
 - 3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements



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: July 8, 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 SHI International Corp for renewal of Granicus OneView service request management software through 27Dec2025 for MIT.

Amount of Contract:

\$22,430.75

Funding Source

General fund.

ATTACHMENTS:

1. 20250702 SHI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for renewal of Granicus OneView
service request management software through 27Dec2025 for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,430.75

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. Bid exempt as software. NASPO cooperative purchasing agreement

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>26705</u>	2025	(5000) INFORMATION TECHNOLOGY	RENEWAL OF GRANICUS SERVICE REQUEST MANAGEMENT SOFTWARE THROUGH 27DEC2025 FOR MIT (PRICE BELOW BID REQUIREMENT; BID EXEMPT AS SOFTWARE; NASPO COOPERATIVE PURCHASING AGREEMENT)	\$22,430.75	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026705-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
--	---	--------

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/30/25	272641				INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT #MA230000003919 AND YOUR QUOTE #26359195.

001 NASPO (SVAR) CONTRACT #CTR060028 Platform - Enterprise: Subscription Granicus - Part#: NPN-GRANI-PLATF Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2025 - 12/27/2025 Note: Software, ESD	1.00 EACH	22430.75000	22430.75
---	--------------	-------------	----------

1 1000.10.23.5000.5000.5000.0000.0000.42115.	22430.75
--	----------

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 SCOTT KEARNEY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Portfolios > Cloud Solutions (2016 - 2026) > SHI International Corp.

Cloud Solutions (2016 - 2026)

SHI International Corp.



Scope Pricing

Download Model PA

SHI awarded categories = PaaS, IaaS, and SaaS.

Founded in 1989, SHI International Corp. is a global provider of technology products and services, and delivers custom IT solutions to Corporate, Enterprise, Public Sector and Academic customers. With a revenue of \$12 billion, SHI's continued growth is driven by the industry's most experienced and dedicated sales force and backed by software licensing experts, hardware procurement specialists, and certified IT services professionals. With over 5,000 employees worldwide, SHI is the largest Minority/Woman Owned Business Enterprise (MWBE) in the U.S.A.

Contractor Contact

Nicole Rasky
Nicole_Rasky@SHI.com
(732) 584-8227
www.SHI.com

Give Feedback

Awarded	Expiration	Renewal Limit
09/30/2016	09/15/2026	09/15/2026

Documents/Details

Master Agreement Documents	+
Pricing Documents	+
Product Documents	+

Participating Addenda

State Participating Addenda

Alabama
Alaska
Arizona
Arkansas
California
Colorado
Connecticut
Florida
Georgia
Hawaii
Idaho
Illinois
Kansas
Kentucky
Louisiana
Maryland
Mississippi
Missouri
Montana
Nebraska
Nevada
New Jersey
New Mexico
Oregon
Tennessee
Utah
Vermont
Washington
West Virginia
Wisconsin
Wyoming

How Local Public Entities and Other Eligible Entities Participate

Didn't find what you need [click here](#)

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/ convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.



Explore By

Browse By State
Browse By Category
Browse By Portfolio
Browse By Contractor

How to Participate

Info for Suppliers
Info for Purchasers
COVID-19 Updates Form
Sourcing Team Participation
Mobile App

Company

NASPO
Contact Us
Blog
Media
Press Releases
Legal

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department’s review, the competitive bid process used by NASPO 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 NASPO, 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 NASPO, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NASPO’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: July 8, 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 Stryker Sales Corporation for one year of ProCare Preventative Maintenance Services for 37 Lucas chest compression devices for MFRD

Amount of Contract:

\$59,240.70

Funding Source

General fund - EMS Expense.

ATTACHMENTS:

1. 20250702 Stryker Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 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 Stryker Sales Corporation

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stryker Sales Corporation for one year of ProCare
Preventative Maintenance Services for 37 Lucas chest compression devices for MFRD
General fund - EMS Expense.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$59,240.70

FUNDING SOURCE:

Budget Item: See Requisitions

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement not on St contract; sole source for dealer support.

How many bidders received bid packages (if applicable): 35 + web

How many bidders submitted bids (if applicable): 7

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>26422</u>	2025	(1510) FIRE ADMINISTRATION	ONE-YEAR OF PROCARE PREVENTATIVE MAINTENANCE SERVICES FOR 37 LUCAS CHEST COMPRESSION DEVICES FOR MFRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT; SOLE SOURCE FOR DEALER SUPPORT)	\$59,240.70	(295166) <u>STRYKER SALES CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026422-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 1

Vendor
 STRYKER SALES CORPORATION
 3800 E CENTRE AVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

PORTAGE, MI 49002

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#800-787-9537
 Fax 269-216-4702

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
06/25/25	295166				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER QUOTE 11051589

PROFESSIONAL SERVICE

001	REF: SOURCEWELL CONTRACT 041823-STY MAINTENANCE: PROCARE-SVC-LUCAS-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service Service; FOR 12 MONTHS PRODUCT #LUCAS-FLD-PROCARE PER QUOTE 11051589 Vendor Item	37.00 EACH	1601.10000	59240.70
-----	--	---------------	------------	----------

1 6120.70.15.0000.0000.1510.0000.0000.44020.	59240.70
--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00026422-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 2

Vendor
 STRYKER SALES CORPORATION
 3800 E CENTRE AVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

PORTAGE, MI 49002

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#800-787-9537
 Fax 269-216-4702

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
06/25/25	295166				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 59240.70

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	59240.70	367126.22
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	07/02/25	DONALD ROSE	Auto approved by: 910520704
Approved	07/02/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	07/02/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	07/02/25	JOHNNIE HARRUB	Auto approved by: 910520704
Approved	07/02/25	SAMANTHA COOLEY	
Approved	07/02/25	ANNE FOLEY	Auto approved by: 910520704
Approved	07/02/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

Stryker

EMS equipment

#041823-STY

Maturity Date: 6/30/2027

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 041823-STY gives access to the following types of goods and services:

- LIFEPAK
- LUCAS
- CR2
- Heartsine
- Chest compression systems
- AEDs
- Monitors and defibrillators
- Stair chairs
- Evacuation chairs
- Ambulance cots
- Powered cots
- PowerPRO

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)[Forgot username or password?](#) [Setup Buy Sourcewell access](#) 

Register for an account

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

Search Suppliers & Contracts

[General Contracts](#)[ez!QC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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: July 8, 2025

Submitted by:

Kim Carmody, Director of Parks & Recreation

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Reallocated Capital Improvement Fund from Capital Project #E0018 Equipment-Tennis to Capital Project C0791 pk Copeland Cox Tennis Center. These funds will be used for tennis court repair and resurfacing.

Amount of Contract:

\$128,615.16

Funding Source

From Capital Project #E0018 to Capital Project C0791

ATTACHMENTS:

1. RESOLUTION FOR REALLOCATED MONEY

REVIEWERS:

Jackie Byerley
Kim Carmody
Brenda Rhodes
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$128,615.16 in the Capital Improvement Fund (2000) be reallocated from Capital Project #E0018 Equipment-Tennis to Capital Project C0791 PK-Copeland Cox Tennis Center. These funds will be used for tennis court repairs and resurfacing.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve Change Order No. 1 with Wiregrass Construction Company, Inc. for additional construction services.

Amount of Contract:

increase \$527,041.12; contract total \$3,675,788.89

Funding Source

C0721

ATTACHMENTS:

1. 2022-3005-06 US Hwy 45 Streetscape Improvements (Wiregrass Construction Company, Inc.) change order 1

REVIEWERS:

Jessica White

John Forrester

Brenda Rhodes

Cherlina Monteiro

James Barber

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 7/1/2025

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Wiregrass Construction Company, Inc. (formerly
DISTRICT#: 1 known as John G. Walton Construction Company, Inc.)

DEPT. PROJECT#: 2022-3005-06

REQUEST: Please Add \$ 527,041.12 from Capital Project#/Title:

C0721 U.S. Hwy 45 Streetscape Improvements

to contract# 4721.

Total amount of Change Order: \$ 527,041.12

Current contract amount: \$ 3,148,747.77

Revised contract amount: \$ 3,675,788.89

Comments: Amend Contract for additional work of
Continued Construction Streetscape improvements.


Employee signature


Approval signature

RESOLUTION

Sponsored by: **Mayor William S. Stimpson**
Councilman Cory Penn

WHEREAS, the CITY entered into a contract dated **October 3, 2023**, with Wiregrass Construction Company, Inc. (formerly John G Walton Construction Co., Inc.) for construction services on the project known as **U.S. Hwy 45 Streetscape Improvements (COM Project No. 2022-3005-06)**; and

WHEREAS, the original contract amount was **\$3,148,747.77** for a unit priced based contract for the construction improvements of U.S. Hwy 45; and

WHEREAS, during construction, unforeseen circumstances with utilities and with existing conditions caused additional work to become necessary for payment adjustments totaling **\$527,041.12**; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the addition of Change Order #1 in the amount of **\$527,041.12**, for a total of **\$3,675,788.89** to be paid to Wiregrass Construction Company, Inc. (formerly John G Walton Construction Co., Inc.), for the construction of **U.S. Hwy 45 Streetscape Improvements (COM Project No. 2022-3005-06)**.

Adopted: _____
City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: US Hwy 45 Streetscape Improvements

PROJECT NUMBER: 2022-3005-06

The attached change order number 1 to contract with
Wiregrass Construction Company, Inc. (formerly John G. Walton
Construction Company, Inc.)

dated Oct. 3, 2023 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

 X 5. See attached letter.

 6. Other: _____

REMARKS: _____

Tammy Lambeth

ENGINEER OR CONSULTANT



City Engineer

CHANGE ORDER NUMBER 1 DATE _____

PROJECT NAME AND NUMBER US Hwy 45 Streetscape Improvements
Project No. 2022-3005-06

AT _____

TO Wiregrass Construction Company, Inc. (formerly John G. Walton Construction Company, Inc.)
1806 Wolf Ridge Rd., Mobile, AL 36618

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated Oct. 3, 2023.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	\$	N/A
Estimated Under Run (Attachment "B")	\$	341,269.90
Additional Items (Attachment "C")	\$	868,311.02
Original Contract Price	\$	<u>3,148,747.77</u>
Net total of Previous Change Orders	\$	<u>0.00</u>
Previous Revised Contract	\$	<u>N/A</u>
THIS CHANGE ORDER NUMBER <u>1</u> (ADD)	\$	<u>527,041.12</u>
Revised Contract Price this Date	\$	<u>3,675,788.89</u>

Extension of time resulting from this change order 0

BY:

Mayor

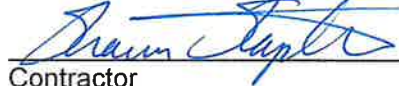
ATTEST:

City Clerk


City Engineer

APPROVED BY:

ACCEPTED BY:


Contractor

ATTEST:


Witness/Secretary

2/20/2025
Date

**ATTACHMENT B
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM UNDER RUN**

OWNER: CITY OF MOBILE, ALABAMA

Wiregrass Constructio
1806 Wolf Ridge Rd.
Mobile, AL 36618

TITLE: US Hwy 45 Streetscape Improvement
2022-3005-06

ITEM			ORIGINAL CONTRACT ITEMS			ESTIMATED FINAL		UNDER RUNS	
<u>NO</u>	<u>DESCRIPTION</u>	<u>Unit of Measure</u>	<u>QTY</u>	<u>Unit Bid Price</u>	<u>Total</u>	<u>QUANTITY</u>	<u>AMOUNT</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Max. Agg. Size Mix, ESAL Rangce C/D	TON	515	331.33	\$ 170,634.95	0	\$0.00	515	\$170,634.95
424B-681	Superpave Bituminous Concrete Lower Binder Layer, 1" Max. Agg. Size Mix, ESAL Rangce C/D	TON	515	331.33	\$ 170,634.95	0	\$0.00	515	\$170,634.95
	TOTALS				\$341,269.90		\$0.00		\$341,269.90

TOTAL UNDER RUNS FOR CHANGE ORDER No. 1 = \$ 341,269.90

ENGINEER:

Tammy Lambeth

CONTRACTOR:

Shawn Stapleton

ATTACHMENT C
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ADDITIONAL ITEMS

OWNER: CITY OF MOBILE, ALABAMA

Wiregrass Construction Company, Inc.
1806 Wolf Ridge Rd.
Mobile, AL 36618

TITLE: US Hwy 45 Streetscape Improvement
2022-3005-06

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			QUANTITIES		ADDITIONAL ITEMS	
			QTY	Negotiated Unit Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
516D-000	Pedestrian Bridge	LS	0	\$73,653.48	\$0.00	1	\$73,653.48	1	\$73,653.48
510A-007	Bridge Substructure Concrete	CY	0	\$2,116.63	\$0.00	13	\$27,516.19	13	\$27,516.19
600A-001	Mobilization for Bridge	LS	0	\$12,218.50	\$0.00	1	\$12,218.50	1	\$12,218.50
610D-003	Filter Blanket, Geotextile	SY	0	\$5.05	\$0.00	100	\$505.00	100	\$505.00
610C-001	Loose Rip Rap, Class 2	TON	0	\$129.44	\$0.00	50	\$6,472.00	50	\$6,472.00
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)	TON	0	\$93.55	\$0.00	1,000	\$93,550.00	1,000	\$93,550.00
614B-001	Reinforced Slope Paving (incl. backfill, fabric, sawcutting, dewatering, weepholes, toe wall)	TON	0	\$1,520.17	\$0.00	35	\$53,205.95	35	\$53,205.95
424A-366	Superpave Bituminous Concrete Wearing Surface, Leveling, 1/2" Max. Agg. Size Mix, ESAL Range C/D	TON	0	\$173.28	\$0.00	1500	\$259,920.00	1500	\$259,920.00
424B-662	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1" Max. Agg. Size Mix, ESAL Range C/D	TON	0	\$331.33	\$0.00	515	\$170,634.95	515	\$170,634.95
424B-692	Superpave Bituminous Concrete Lower Binder Layer, Widening, 1" Max. Agg. Size Mix, ESAL Range C/D	TON	0	\$331.33	\$0.00	515	\$170,634.95	515	\$170,634.95
TOTALS					\$0.00		\$868,311.02		\$868,311.02

TOTAL ADDITIONAL AMOUNT FOR CHANGE ORDER No. 1 = \$868,311.02

ENGINEER:

Tammy Lambeth

CONTRACTOR:

James Stegall

February 13, 2025

Tammy Lambeth, P.E.
City of Mobile
205 Government Plaza
Post Office Box 1827
Mobile, AL 36633-1827

RE: City of Mobile Project No. 2022-3005-06, U.S. 45 Streetscape Improvements

Dear Ms. Lambeth:

As you are aware, the culvert extension at Station 36+26 (LT) is directly in conflict with an existing manhole. After discussions with MAWSS and Wiregrass Construction Company, it was determined that the most cost-effective option would be to install a pedestrian bridge and leave the existing manhole in place. We have coordinated with Liberty Products and Wiregrass to determine the bridge costs.

In addition to the bridge, rip rap/filter fabric is required underneath the proposed pedestrian bridge. This is necessary to protect the bridge abutments. MBI and Wiregrass coordinated on the amount of class 2 rip rap and filter fabric required.

During construction of the east side of the project, it was determined that aggregate surfacing was needed to allow temporary access for the residential and commercial properties within the project limits. The crushed aggregate is required not only when the existing driveway is initially removed but will be used as necessary to maintain access until project completion. The quantity required is estimated based on the number and size of the driveways.

When the contractor began work on the culvert extension at approximately station 24+55, a 30" concrete water main was encountered. To leave the main in place and provide adequate protection it was determined that the existing slope paved ditch would have to be removed. The slope paving will need to be removed and replaced to the nearest acceptable joint. Quantities were determined from measurements taken in the field.

Due to irregularities between the surveyed elevations of the existing pavement and the elevations taken in the field during construction, modifications to the cross slope of the roadway is required. This will be completed using both milling and leveling of the existing asphalt. This was not anticipated; therefore, a leveling pay item was not set up in the project. An estimate of leveling required was made from observations in the field.

For the roadway widening, the contract plans specify 424B-651 (Upper Binder Layer) and 424B-681 (Lower Binder Layer). However, the pay item description did not include the term 'widening,' which exempts the contractor from specific testing and compaction requirements applicable to full-width travel lanes. In this project, the upper and lower binder layers meet ALDOT specifications' tolerances and should be treated and compensated as widening.

Proposals for each of the items mentioned above have been received from Wiregrass Construction Company and is included with this letter. The unit prices have been reviewed and found to be reasonable, fair and equitable in today's market. We recommend approval because it is in the best interest of the City of Mobile and the safety of the traveling public. The change order method is being used, rather than competitive bids, for three reasons: The competitive bid method would be more expensive, more time consuming and is not practical given the schedule.

A summary of the pay item description, quantities, units, and unit prices are provided below:

Pay Item	Item Description	Quantity	Unit	Unit Price	Total
424A-366	Superpave Bituminous Concrete Wearing Surface, Leveling, ½" Maximum Aggregate Size Mix, ESAL Range C/D	1,500	TON	\$173.28	\$259,920.00
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	-515	TON	\$331.33	-170,634.95
424B-662	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1" Maximum Aggregate Size Mix, ESAL Range C/D	515	TON	\$331.33	170,634.95
424B-681	Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	-515	TON	\$331.33	-170,634.95
424B-692	Superpave Bituminous Concrete Lower Binder Layer, Widening, 1" Maximum Aggregate Size Mix, ESAL Range C/D	515	TON	\$331.33	170,634.95
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)	1,000	TON	\$93.55	\$93,550.00
510A-007	Bridge Substructure Concrete	13	CY	\$2,116.63	\$27,516.19
516D-000	Pedestrian Bridge	1	LS	\$73,653.48	\$73,653.48
600A-000	Mobilization	1	LS	\$12,218.50	\$12,218.50

610D-003	Filter Blanket, Geotextile	100	SY	\$5.05	\$505.00
610C-001	Loose Rip Rap, Class 2	50	TON	\$129.44	\$6,472.00
614B-000	Reinforced Slope Paving	35	CY	\$1,520.17	\$53,205.95
Total =					\$527,041.12

We are available to meet at your convenience to discuss. Should you have any questions, please do not hesitate to give me a call.

Respectfully,

MICHAEL BAKER INTERNATIONAL, INC.



Brian Morgan, PE
Project Manager

Enclosures

Cc: Collin Hunt, *Michael Baker International*

File No.: 199036



**WIREGRASS
CONSTRUCTION**
C O M P A N Y, I N C.

1806 WOLF RIDGE ROAD
MOBILE, AL 36618
(251) 342-6250
FAX (251) 342-6290
www.wiregrassconstruction.com

January 8, 2025

Michael Baker International
Suite 14290, 11 North Water St.
Mobile, Alabama 36602

Attn: Mr. Brian Morgan, P.E.

Re: 2022-3005-09
US-45 Streetscapes Improvements
Mobile County

Mr. Morgan,

Wiregrass Construction offers the following unit price for a new pay item for the above-referenced project.

- 424A366 Superpave Bit Conc Wearing Surface, LEVELING, 1/2" MAX, ESAL C/D -
\$173.28 per TON (WCC is estimating approximately 1,500 TON)

Should you have any questions, please feel free to contact me.

Sincerely,

Shaun Stapleton
Construction Operations Manager



1806 WOLF RIDGE ROAD
MOBILE, AL 36618
(251) 342-6250
FAX (251) 342-6290
www.wiregrassconstruction.com

January 8, 2025

Michael Baker International
Suite 14290, 11 North Water St.
Mobile, Alabama 36602

Attn: Mr. Brian Morgan, P.E.

Re: 2022-3005-09
US-45 Streetscapes Improvements
Mobile County

Mr. Morgan,

As per your request, Wiregrass Construction is good with the following changes to contract pay items and keeping the unit prices the same. This would create a no cost change to the contract for the above referenced project.

- Change Pay Item 424B651 Superpave Bit Conc Upper Binder Layer, 1" MAX, ESAL C/D to Pay Item **424B662 Superpave Bit Conc Upper Binder Layer, WIDENING, 1" MAX, ESAL C/D.** Contract Price \$331.33 per TON
- Change Pay Item 424B681 Superpave Bit Conc Lower Binder Layer, 1" MAX, ESAL C/D to Pay Item 424B692 **Superpave Bit Conc Lower Binder Layer, WIDENING, 1" MAX, ESAL C/D.** Contract Price \$331.33 per TON

Should you have any questions, please feel free to contact me.

Sincerely,

Shaun Stapleton

Shaun Stapleton
Construction Operations Manager



P.O. Box 81222
Mobile, Alabama 36689

1806 Wolf Ridge Road
Mobile, Alabama 36618

tel 251.342.6250
fax 251.342.6290

www.johngwalton.com

May 9, 2024

Michael Baker International
Suite 14290, 11 North Water St.
Mobile, Alabama 36602

Attn: Mr. Brian Morgan

Re: 2022-3005-09
US-45 Streetscapes Improvements
Mobile County

Mr. Morgan:

John G. Walton Construction requests for a Supplemental Agreement for a new pay item for Aggregate Surfacing (CABC Type B) for the above referenced project. Quantities provided are estimates by JGW.

- Aggregate Surfacing (CABC Type B) - \$93.55 per Ton (JGW is estimating approximately 1,000 TON)

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Chandler Owens".

Chandler Owens
Project Manager



Highways • Site Work • Heavy Construction • Golf Courses



1806 WOLF RIDGE ROAD
MOBILE, AL 36618
(251) 342-6250
FAX (251) 342-6290
www.wiregrassconstruction.com

December 9, 2024

Michael Baker International
Suite 14290, 11 North Water St.
Mobile, Alabama 36602

Attn: Mr. Brian Morgan, P.E.

Re: 2022-3005-09
US-45 Streetscapes Improvements
Mobile County

Mr. Morgan,

John G. Walton Construction offers the following pricing as requested for the PED Bridge.

Description	Quantity	Unit	Unit Price	Subtotal
Mobilization	1.00	LS	\$ 12,218.50	\$ 12,218.50
Bridge Sub-Structure Concrete	13.00	CY	\$ 2,116.63	\$ 27,516.19
PED Aluminum Bridge	1.00	LS	\$ 73,653.48	\$ 73,653.48
Subtotal				\$ 113,388.17

*The Price for the PED Aluminum Bridge is total price including the deposit. The deposit price can be deducted from the "Work of Similar Nature".

Should you have any questions, please feel free to contact me.

Sincerely,

Shaun Stapleton

Shaun Stapleton
Project Manager



**WIREGRASS
CONSTRUCTION**
C O M P A N Y, I N C.

1806 WOLF RIDGE ROAD
MOBILE, AL 36618
(251) 342-6250
FAX (251) 342-6290
www.wiregrassconstruction.com

February 10, 2025

Michael Baker International
Suite 14290, 11 North Water St.
Mobile, Alabama 36602

Attn: Mr. Brian Morgan, P.E.

Re: 2022-3005-09
US-45 Streetscapes Improvements
Mobile County

Mr. Morgan,

Wiregrass Construction offers the following unit prices for new pay items for the above-referenced project. Quantities provided are estimated by WCC.

- Geotextile Fabric - **\$5.05 per SY** (100 SY)
- Loose Rip Rap, CL 2 - **\$129.44 per TON** (50 TON)
- Reinforced Slope Paving - **\$1,520.17 per CY** (includes reinforcement, foundation backfill with fabric, sawcutting as needed, dewatering, weepholes, and toe walls) (35 CY)

Should you have any questions, please feel free to contact me.

Sincerely,

Shaun Stapleton

Shaun Stapleton
Construction Operations Manager

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman Cory Penn

WHEREAS, bids for street resurfacing, curb and gutter, and sidewalk improvement for district 1 were received and opened on August 2, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company, Inc., in the amount of \$3,148,747.77.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, 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: John G. Walton Construction Company, Inc.

Project Name: U.S. Hwy 45 Streetscape Improvement
(D#1)

Project Number: 2022-3005-06

Amount: \$3,148,747.77

Adopted: OCT 03 2023


ASSISTANT City Clerk



US-45 STREETSCAPE IMPROVEMENT

PROJECT No. 2022-3005-06

BID DATE – AUGUST 9, 2023

CONTENTS

Advertisement for Bids	I
Instructions to Bidders	II
Proposal	III
Bid Bond	IV
Labor and Materials Bond	V
Performance Bond	VI
Certificate of Contractor's and Subcontractor's Insurance	VII
Special Provisions	VIII
Articles of Agreement	IX
Supplemental Specifications	X
Location	Attachment A
Contractor's Insurance Certification	Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report	Attachment C
Certifications, Affidavits, & Project Closeout	Attachment D
Sign Details	Attachment E
Geotechnical Reports and/or Mix Designs	Attachment F
Tax Exemption	Attachment G
Form MB-05 and Form BM-174	Attachment H

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, August 2, 2023 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2022-3005-06
Project: US-45
Project Description: US-45 Streetscape Improvements

Plans and contract documents may be inspected and obtained from Volkert, Inc. upon payment of one hundred dollars (\$100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on July 28, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on July 26, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **US-45 Streetscape Improvements**, City of Mobile Project No. **2022-3005-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES July 12TH, 19TH, AND 26TH, 2023.

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

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

6. OWNER:

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

7. GUARANTY AND INSURANCE:

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

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 **US-45 Streetscape Improvements**, City of Mobile Project No. **2022-3005-06**, 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.



Volkert, Inc.
P.O. Box 7434
Mobile, AL 36670-0434

Office 251.342.1070
Fax 251.342.7962

www.volkert.com

July 31, 2023

TO: ALL PLAN HOLDERS

SUBJECT: Project No. 2022-3005-06
US-45 Streetscape Improvements
From Wilson Avenue to Prichard Avenue
City of Mobile
Volkert Contract No. 1174300

ADDENDUM NO. 1

Ladies and Gentlemen:

The following revisions are hereby added as Addendum No. 1 to the referenced project plans and specifications.

1. Asphalt Fuel Index – Yes.
2. Pay item 999-X, work of similar nature is added to the plans with a cost of \$25,000.
3. The following sheets had updates to them: 2H, 3-3F, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 20-29, 40, 94, 113, and 116.

THIS ADDENDUM MUST BE ACKNOWLEDGED WITH A SIGNED COPY IN YOUR BID PACKAGE. THIS SIGNED ACKNOWLEDGEMENT AND THE REVISED CONTRACT DOCUMENTS SHOULD BE STAPLED TO THE INSIDE FRONT COVER OF THE BID DOCUMENT.

Should you have any questions or require additional information, please submit all questions via letter, fax or e-mail so that they can be distributed to all contractors.

Sincerely,
VOLKERT, INC.

Karman Richardson, P.E., CPESC

Acknowledgement of Addendum 1.

Date: 8/1/2023

Please sign acknowledgement page only and email to Karman Richardson at karman.richardson@volkert.com prior to Friday, August 4, 2023 at 12:00 pm.



Volkert, Inc.
P.O. Box 7434
Mobile, AL 36670-0434

Office 251.342.1070
Fax 251.342.7962

www.volkert.com

August 7, 2023

TO: ALL PLAN HOLDERS

SUBJECT: Project No. 2022-3005-06
US-45 Streetscape Improvements
From Wilson Avenue to Prichard Avenue
City of Mobile
Volkert Contract No. 1174300

ADDENDUM NO. 2

Ladies and Gentlemen:

The following revisions are hereby added as Addendum No. 2 to the referenced project plans and specifications.

1. The handrail and base plates can be aluminum, but anchor bolts will still need to be used.
2. Air spading note is added as Note 303.
3. Updated bid tabulation form.
4. Updated Sheet 37 of the construction contract.
5. Excel bid tabulation file. It is the contractor's responsibility to ensure the info is correct.

THIS ADDENDUM MUST BE ACKNOWLEDGED WITH A SIGNED COPY IN YOUR BID PACKAGE. THIS SIGNED ACKNOWLEDGEMENT AND THE REVISED CONTRACT DOCUMENTS SHOULD BE STAPLED TO THE INSIDE FRONT COVER OF THE BID DOCUMENT.

Should you have any questions or require additional information, please submit all questions via e-mail so that they can be distributed to all contractors.

Sincerely,
VOLKERT, INC.

Karman Richardson, P.E., CPESC

Acknowledgement of Addendum 2.  Date: 8/7/2023
Please sign acknowledgement page only and email to Karman Richardson at
karman.richardson@volkert.com prior to Wednesday, August 9, 2023 at 12:00 pm.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/9/2023

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 ENGINEER, as well as the premises

Project Name: US-45

Project No: 2022-3005-06

Project Description: US-45 Streetscape Improvements

Major work items include: Resurfacing, curb and gutter, and sidewalk

The Bidder further agrees to construct the improvements in 250 working days.

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

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

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

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to 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 July 28, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A002	1	LUMP SUM	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000 PER ACRE)(APPROX 1 ACRE)	Eight Thousand Dollars and No Cents	\$8,000.00	\$8,000.00
206C000	966	SQUARE YARD	REMOVING CONCRETE SIDEWALK	Eleven Dollars and Three Cents	\$11.03	\$10,654.98
206C001	6396	SQUARE YARD	REMOVING CONCRETE PAVEMENT & BITUMINOUS CONCRETE PAVEMENT	Seven Dollars and Forty Three Cents	\$7.43	\$47,522.28
206C002	19	SQUARE YARD	REMOVING CONCRETE SLOPE PAVING	Fifteen Dollars and Twenty Five Cents	\$15.25	\$289.75
206C010	862	SQUARE YARD	REMOVING CONCRETE DRIVEWAY	Eleven Dollars and Eleven Cents	\$11.11	\$9,576.82
206C021	20	SQUARE YARD	REMOVING CONCRETE STEPS	Fourteen Dollars and Forty Nine Cents	\$14.49	\$289.80
206D001	311	LINEAR FOOT	REMOVING GUARDRAIL	Five Dollars and Seventy Five Cents	\$5.75	\$1,788.25
206D002	652	LINEAR FOOT	REMOVING CURB	Eleven Dollars and Thirty Two Cents	\$11.32	\$7,380.64
206D003	608	LINEAR FOOT	REMOVING CURB AND GUTTER	Eleven Dollars and Thirty Nine Cents	\$11.39	\$6,925.12
206D005	230	LINEAR FOOT	REMOVING GUTTER	Twelve Dollars and Ninety Six Cents	\$12.96	\$2,980.80
206D008	36	LINEAR FOOT	REMOVING RETAINING WALL	Sixteen Dollars and Ten Cents	\$16.10	\$579.60

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206E003	3	EACH	REMOVING MANHOLES	Five Hundred Twenty One Dollars and Sixty One Cents	\$521.61	\$1,564.83
206E006	7	EACH	REMOVING TREES	Five Thousand Two Hundred Sixteen Dollars and Four Cents	\$5,216.04	\$36,512.28
	1	DAY	AIR SPADE FOR TREE ROOTS	Six Thousand Five Hundred Twenty Three Dollars and Forty Three Cents	\$6,523.43	\$6,523.43
206E007	28	EACH	REMOVING INLETS (PARTIAL)	Eight Hundred Sixty Nine Dollars and Thirty Four Cents	\$869.34	\$24,341.52
206E008	6	EACH	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	Four Hundred Two Dollars and Fifty Cents	\$402.50	\$2,415.00
206E028	1	EACH	RELOCATING EXISTING SIGN	Three Thousand One Hundred Ninety Nine Dollars and Ten Cents	\$3,199.10	\$3,199.10
209A000	2	EACH	MAILBOX RESET, SINGLE	One Hundred Forty Two Dollars and Eighty Cents	\$142.80	\$285.60
210A000	5912	CUBIC YARD	UNCLASSIFIED EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	Twenty Six Dollars and Eighty Six Cents	\$26.86	\$158,796.32
210D001	500	CUBIC YARD	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	Twenty Eight Dollars and Seventy Seven Cents	\$28.77	\$14,385.00
214A000	101	CUBIC YARD	STRUCTURE EXCAVATION	Thirty Two Dollars and Seven Cents	\$32.07	\$3,239.07
214B001	32	CUBIC YARD	FOUNDATION BACKFILL, COMMERCIAL	One Hundred Forty Dollars and Fifty Five Cents	\$140.55	\$4,497.60

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
301A012	8461	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Thirty Nine Dollars and Thirty Five Cents	\$39.35	\$332,940.35
401A000	4121	SQUARE YARD	BITUMINOUS TREATMENT A	One Dollar and Forty One Cents	\$1.41	\$5,810.61
405A000	685	GALLON	TACK COAT	Four Dollars and Eighty Cents	\$4.80	\$3,288.00
408A052	17075	SQUARE YARD	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Two Dollars and Thirty Three Cents	\$2.33	\$39,784.75
424A360	1492	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Nine Dollars and Ninety Eight Cents	\$109.98	\$164,090.16
424B651	515	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Three Hundred Thirty One Dollars and Thirty Three Cents	\$331.33	\$170,634.95
424B655	500	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Two Hundred Twenty Seven Dollars and Seventy Eight Cents	\$227.78	\$113,890.00
424B681	515	TON	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Three Hundred Thirty One Dollars and Thirty Three Cents	\$331.33	\$170,634.95
502A000	6467	POUND	STEEL REINFORCEMENT	Four Dollars and Sixty Cents	\$4.60	\$29,748.20
517D000	70	LINEAR FOOT	SIDEWALK HANDRAIL	Two Hundred One Dollars and Twenty Five Cents	\$201.25	\$14,087.50
524A011	46	CUBIC YARD	CULVERT CONCRETE (CAST IN PLACE)	Two Thousand Seven Hundred Forty Five Dollars and Eighty Cents	\$2,745.80	\$126,306.80

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
529A010	769	SQUARE FOOT	RETAINING WALL	Ninety One Dollars and Eighty Five Cents	\$91.85	\$70,632.65
530A001	24	LINEAR FOOT	18" ROADWAY PIPE (CLASS 3 R.C.)	One Hundred Eighty Seven Dollars and Forty Eight Cents	\$187.48	\$4,499.52
534E001	2988	LINEAR FOOT	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	Thirty Four Dollars and Fifty Cents	\$34.50	\$103,086.00
534F000	123	LINEAR FOOT	CLEANING EXISTING CULVERT (GREATER THAN 48" HORIZONTAL OPENING)	Thirty Four Dollars and Fifty Cents	\$34.50	\$4,243.50
600A000	1	LUMP SUM	MOBILIZATION	Two Hundred Twenty Thousand Eighty One Dollars and Forty Three Cents	\$220,081.43	\$220,081.43
614A000	5	CUBIC YARD	SLOPE PAVING	Seven Hundred Fifty Six Dollars and Fifty Five Cents	\$756.55	\$3,782.75
618A000	3269	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK	Eighty Dollars and Seventy Nine Cents	\$80.79	\$264,102.51
618A001	642	SQUARE YARD	CONCRETE SIDEWALK, 6" THICK (INCLUDES WIRE MESH)	Ninety One Dollars and Seventy One Cents	\$91.71	\$58,877.82
618B003	425	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	Ninety One Dollars and Seventy One Cents	\$91.71	\$38,976.75
618C001	45	EACH	DETECTABLE WARNING SURFACE (2' X 5')	Three Hundred Forty Five Dollars and No Cents	\$345.00	\$15,525.00
618D000	42	EACH	CURB RAMP (ALL TYPES)	Two Thousand One Hundred Eighty Five Dollars and No Cents	\$2,185.00	\$91,770.00

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621A013	2	EACH	JUNCTION BOXES, TYPE SPECIAL	Three Thousand Nine Hundred Twenty Six Dollars and Seventy Eight Cents	\$3,926.78	\$7,853.56
621C018	3	EACH	INLETS, TYPE S2 OR S4 (2 WING)	Five Thousand Six Hundred Seventy Two Dollars and Thirty Five Cents	\$5,672.35	\$17,017.05
621C053	2	EACH	INLETS, TYPE SPECIAL (PARTIAL)	Three Thousand Five Hundred Seventy Six Dollars and Fifty Cents	\$3,576.50	\$7,153.00
621C109	2	EACH	INLETS, TYPE PD	Nine Thousand Two Hundred Eighty Four Dollars and Eighty Six Cents	\$9,284.86	\$18,569.72
621C114	23	EACH	INLETS, TYPE S1 OR S3 (1 WING) (PARTIAL)	Three Thousand Four Hundred Fifty Dollars and No Cents	\$3,450.00	\$79,350.00
621C118	1	EACH	INLETS, TYPE S2 OR S4 (2 WING) (PARTIAL)	Three Thousand Four Hundred Fifty Dollars and No Cents	\$3,450.00	\$3,450.00
621C161	1	EACH	GRATE INLETS	Three Thousand Nine Hundred Fifty Eight Dollars and Seventy Three Cents	\$3,958.73	\$3,958.73
621C171	1	EACH	GRATE INLETS (PARTIAL)	Two Thousand Five Hundred Thirty Dollars and No Cents	\$2,530.00	\$2,530.00
621C172	1	EACH	INLETS, TYPE PD (PARTIAL)	Three Thousand Six Hundred Eighty Dollars and No Cents	\$3,680.00	\$3,680.00
621E003	4	EACH	MANHOLES, TYPE SPECIAL (PARTIAL)	Two Thousand Three Hundred Dollars and No Cents	\$2,300.00	\$9,200.00
623A000	1946	LINEAR FOOT	CONCRETE GUTTER	Fifty Seven Dollars and Thirty Five Cents	\$57.35	\$111,603.10

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
623C003	6182	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Dollars and Ninety Four Cents	\$20.94	\$129,451.08
630C080	6	EACH	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	Three Thousand Nine Hundred Ten Dollars and No Cents	\$3,910.00	\$23,460.00
637A001	195	LINEAR FOOT	NEW FENCE (INCLUDES ALL TYPES)	Fifty Seven Dollars and Fifty Cents	\$57.50	\$11,212.50
650A000	1000	CUBIC YARD	TOPSOIL	Seventy Five Dollars and Five Cents	\$75.05	\$75,050.00
652C000	2	ACRE	MOWING	One Hundred Forty Six Dollars and Sixty Four Cents	\$146.64	\$293.28
654A000	4850	SQUARE YARD	SOLID SODDING (MATCH EXISTING)	Five Dollars and Seventy Six Cents	\$5.76	\$27,936.00
659C001	1000	SQUARE YARD	EROSION CONTROL PRODUCT, TYPE S3	Four Dollars and Forty Six Cents	\$4.46	\$4,460.00
665A000	2	ACRE	TEMPORARY SEEDING	One Thousand Two Hundred Fifty Two Dollars and Eighty Six Cents	\$1,252.86	\$2,505.72
665B001	6	TON	TEMPORARY MULCHING	Five Hundred Twenty Four Dollars and Eighteen Cents	\$524.18	\$3,145.08
665E000	1000	SQUARE YARD	POLYETHYLENE	Two Dollars and Twenty Six Cents	\$2.26	\$2,260.00
665F000	25	EACH	HAY BALES	Eighteen Dollars and Thirty Three Cents	\$18.33	\$458.25

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665G000	25	EACH	SAND BAGS	Ten Dollars and Fifteen Cents	\$10.15	\$253.75
665J002	500	LINEAR FOOT	SILT FENCE	Four Dollars and Forty Cents	\$4.40	\$2,200.00
665O001	500	LINEAR FOOT	SILT FENCE REMOVAL	One Dollar and Seventy Eight Cents	\$1.78	\$890.00
665P005	10	EACH	INLET PROTECTION, STAGE 3 OR 4	Five Hundred Seventy Three Dollars and Thirty Four Cents	\$573.34	\$5,733.40
665Q002	1392	LINEAR FOOT	WATTLE	Eight Dollars and Thirty Eight Cents	\$8.38	\$11,664.96
674A000	500	LINEAR FOOT	CONSTRUCTION SAFETY FENCE	Four Dollars and Thirty Six Cents	\$4.36	\$2,180.00
701A227	2	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Five Thousand Three Hundred Eighteen Dollars and Seventy Five Cents	\$5,318.75	\$10,637.50
701A230	2	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Five Thousand Three Hundred Eighteen Dollars and Seventy Five Cents	\$5,318.75	\$10,637.50
701A244	2	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Three Thousand Two Hundred Two Dollars and Seventy Five Cents	\$3,202.75	\$6,405.50
701B207	100	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Two Dollars and Thirty Cents	\$2.30	\$230.00
701C000	2	MILE	BROKEN TEMPORARY TRAFFIC STRIPE	One Thousand Ninety Two Dollars and Fifty Cents	\$1,092.50	\$2,185.00

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
701C001	9	MILE	SOLID TEMPORARY TRAFFIC STRIPE	One Thousand Four Hundred Ninety Five Dollars and No Cents	\$1,495.00	\$13,455.00
701D007	9	MILE	SOLID TRAFFIC STRIPE REMOVED (PAINT)	One Thousand One Hundred Fifty Dollars and No Cents	\$1,150.00	\$10,350.00
701D014	2	MILE	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	Nine Hundred Seventy Seven Dollars and Fifty Cents	\$977.50	\$1,955.00
703A002	1296	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Eight Dollars and Five Cents	\$8.05	\$10,432.80
703B002	90	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	Eight Dollars and Five Cents	\$8.05	\$724.50
703C000	389	SQUARE FOOT	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PAINT)	Three Dollars and Forty Five Cents	\$3.45	\$1,342.05
703D001	1398	SQUARE FOOT	TEMPORARY TRAFFIC CONTROL MARKINGS	Two Dollars and Thirty Cents	\$2.30	\$3,215.40
705A023	207	EACH	PAVEMENT MARKERS, CLASS C, TYPE 2-D	Six Dollars and Ninety Cents	\$6.90	\$1,428.30
705A030	15	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	Six Dollars and Ninety Cents	\$6.90	\$103.50
705A037	194	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Ninety Cents	\$6.90	\$1,338.60
730H001	702	LINEAR FOOT	LOOP WIRE	Eleven Dollars and Nineteen Cents	\$11.19	\$7,855.38

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740B000	593	SQUARE FOOT	CONSTRUCTION SIGNS	Twelve Dollars and Thirteen Cents	\$12.13	\$7,193.09
740D000	216	EACH	CHANNELIZING DRUMS	One Hundred Six Dollars and Eighty Four Cents	\$106.84	\$23,077.44
740E000	50	EACH	CONES (36 INCHES HIGH)	Fifty Three Dollars and Twenty Nine Cents	\$53.29	\$2,664.50
740F002	20	EACH	BARRICADES, TYPE III	Five Hundred Nine Dollars and Forty Cents	\$509.40	\$10,188.00
740G000	4	EACH	BARRICADES, TYPE I, (PORTABLE, 24 INCHES WIDE)	Two Hundred Nine Dollars and Fifty Nine Cents	\$209.59	\$838.36
740M001	50	EACH	BALLAST FOR CONE	No Dollars and One Cent	\$0.01	\$0.50
741C010	2	EACH	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	Three Thousand Four Hundred Ninety Five Dollars and Fifty Five Cents	\$3,495.55	\$6,991.10
742A001	2	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	Nine Thousand Eight Hundred Eighty Nine Dollars and Forty Four Cents	\$9,889.44	\$19,778.88
745A000	40	HOUR	UNIFORMED POLICE OFFICER	Fifty Seven Dollars and Fifty Cents	\$57.50	\$2,300.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	Twenty Five Thousand Dollars and No Cents	\$25,000.00	\$25,000.00
SPO-1	2	EACH	PROJECT SIGN	One Thousand One Hundred Seventy Nine Dollars and Thirty Five Cents	\$1,179.35	\$2,358.70

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
			TOTAL PAY-GO BID	Three Million One Hundred Forty Eight Thousand Seven Hundred Forty Seven Dollars and Seventy Seven Cents		\$3,148,747.77

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	John G. Walton Construction Co., Inc.
SIGNATURE	<i>John G. Walton</i>
DATE	8/9/2023

Base Bid

Total (All items listed in Proposal) \$3,148,747.77

Written in words three million one hundred forty-eight thousand seven hundred forty-seven & seventy-seven cents

Number of working days to complete 250

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By John G. Walton
President
John G. Walton
Print
Blake Lamont
Secretary
John G. Walton
Treasurer
John G. Walton
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Business Address P.O. Box 81222 Mobile, AL 36689

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

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

ATTEST: Blake Lamont
Secretary

20293
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.

(Name of Contractor)

1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689

(Address)

as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Name of Surety)

1299 ZURICH WAY, SCHAUMBURG, IL 60196

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **US-45 STREETSCAPE IMPROVEMENTS**, City of Mobile Project No. 2022-3005-06.

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 AUGUST 2, 2023

(Date)

JOHN G. WALTON CONSTRUCTION
COMPANY, INC.

(Contracting Firm)

Witness as to Principal By:

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

(SEAL)

(Name of Surety)

COUNTERSIGNED:

LESLIE A. PAULSEN, ATTORNEY-IN-FACT

Alabama Resident Agent

By N/A



BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to be 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN all of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

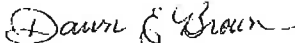
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 05th day of July, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Iva Bethes
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of August, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we John G. Walton Construction Company, Inc.

as Principal and Fidelity and Deposit Company of Maryland

_____ 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 Three Million One Hundred Forty Eight Thousand Seven Hundred Forty Seven And 77/100 Dollars (\$3,148,747.77) 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 Obligee, dated _____, 2023 (hereinafter called the Contract) for Project No. 2022-3005-06
US-45 Streetscape Improvements 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 _____
Leslie A. Paulsen 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

Bond No. 9420768

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196

(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 One Hundred Forty Eight Thousand Seven Hundred Forty Seven And 77/100 dollars (\$ 3,148,747.77), 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 _____, 2023 entered into a Contract with the Owner for Project No. 2022-3005-06 - US-45 Streetscape Improvements 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 _____
2023.

Individual Principals sign here

In the presence of:

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

John G. Walton Construction Co., Inc.
(Corporate Name)

BY:

John G. Walton
(Signature)

John G. Walton

(Print)

ITS:

President

(Title)

ATTEST:

Shaun Stapleton

(Signature)

Shaun Stapleton

(Print)

ITS: Project Manager

(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY:

Leslie A. Paulsen

(Signature)

Leslie A. Paulsen

(Print)

ITS: Attorney-In-Fact

(Title)

ATTEST:

Krystle Sharp

(Signature)

Krystle Sharp

(Print)

ITS: Bond Account Executive

(Title)

Corporate Seal





ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to read 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A. PAULSEN, Derek WORTHAM, Shirley COLEMAN **all of Norcross, Georgia**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 05th day of July, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2023

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

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

PRODUCER
Cadence Insurance
3290 Dauphin Street
Suite 600
Mobile AL 36606

CONTACT NAME: Kelli Smith
PHONE (A/C, No, Ext): 251-340-1771 **FAX (A/C, No):** 251-470-1050
E-MAIL ADDRESS: Kelli.smith@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Zurich American Insurance Co 16535**INSURER B:** AlaComp 18864**INSURER C:** Berkley National Insurance Company 38911**INSURER D:** Midwest Employers Casualty Company 23612**INSURER E:****INSURER F:**

INSURED
John G. Walton Construction Co., Inc
P.O. Box 81222
Mobile AL 36689

JOHNGWA-01

COVERAGES**CERTIFICATE NUMBER:** 1895195279**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			GLO451086403	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP440192403	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			AUC023068107	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B 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	WC10000178672023A PBAL155000	1/1/2023 1/1/2023	1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented/Leased Equipment			MIM103990552	12/31/2022	12/31/2023	Each Item 500,000 Catastrophe 1,500,000

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

Additional Insured / Waiver of Subrogation Status if indicated above only applies where required by written contract and is subject to the full policy terms and conditions.

Project: 2022-3005-06

Additional Insured status for City of Mobile is on a primary and non-contributory basis as respects to General Liability per form U-GL-1175-F CW (04/13) and Auto Liability per form U-CA-424-H CW (10/21) but only as required by a written contract. Waiver of subrogation applies in favor of City of Mobile with respects to General Liability per form U-GL-925-B CW (12/01) and Auto Liability per form U-CA-424-F CW (04/14) but only as required by written contract. 30 day notice of cancellation applies in favor of City of Mobile with respects to General Liability per form U-GL-1521-B CW (01/19) and Auto Liability per form U-CA-832-A CW (01/13) but only as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4401924-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Contractors Liability Supplemental Coverages And Conditions

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet
(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion 2.g. **Aircraft, Auto Or Watercraft** under Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
- (b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph 2. **Exclusions** of 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 "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

3. 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 for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph a. of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- 5. Paragraph (ii) under Paragraph 4.b.(1) of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions** is replaced by the following:
 - (ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;
- 6. The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

- 1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

- 2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- 3. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

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

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

- 1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and

- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

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

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – 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 that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

- a. This insurance applies 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 a permit or authorization.
- b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

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

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. **Exclusions**

This insurance does not apply to:

e. **Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.
This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and
- (b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph d. and the second to last paragraph under Paragraph 2. of **Supplementary Payments – Coverages A and B** are replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph f. and f.(1) through f.(3) of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies a person or organization for "personal and advertising injury":
 - (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
 - (b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or
- (5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

H. Medical Payments – Increased Reporting Period

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The 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.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- (1) Fail to disclose all hazards existing at the inception of this policy; or
- (2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section III – **Limits of Insurance**:

1. Subject to Paragraph 2. or 3. above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph 2. above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs 1. and 2. above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
 - a. The single highest Coverage Part or policy General Aggregate Limit; or
 - b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit,whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph 4. **Other Insurance** under Section IV – **Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs 1., 2., and 3. above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

N. Your Work Redefined

Paragraph a.(1) of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.



Fungi Or Bacteria Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4510864-02

Effective Date: 12/31/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:
 - 1. "Fungi" or "bacteria"; or
 - 2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".
- B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.
- C. For the purposes of this exclusion, the following definitions are added:
 - 1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or by-products produced or released by fungi.
 - 2. "Spores" means reproductive bodies produced by or arising out of "fungi".
 - 3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion applies to all diseases contracted by contact with "fungi" or "bacteria" in water, water vapor or water droplets, including but not limited to Legionnaire's Disease. This exclusion does not apply to any "bodily injury" or "property damage" caused by any "fungi" or "bacteria" that are, are on, or are contained in, any other edible good or edible product intended for human or animal consumption.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: JOHN G. WALTON CONSTRUCTION COMPANY, INC.

Address (including ZIP Code):

1806 WOLF RIDGE RD

MOBILE, AL 36618-1400

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 on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

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 or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, 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:

- 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.

C. 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. For the purposes of 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 of 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 policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under 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 or written agreement referenced in Paragraph **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 and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

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

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

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured
- c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006

Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be adjustment to fuel or asphalt index for this project.
45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials,

equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
51. Workmen shall wear reflectorized vests, shirts or jackets.
52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.
54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
56. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.
65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 3 day of October, 20 23, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and John G. Walton Construction Co., 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: US-45

Project No: 2022-3005-06

Project Description: US-45 Streetscape Improvements

Major work items include: Resurfacing, curb and gutter, and sidewalk

City of Mobile Project Number **2022-3005-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 3,148,747.77) 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", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

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

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

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

WAGE SCALE:

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

APPOINTMENT AND AUTHORITY OF INSPECTORS:

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

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

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

INSPECTION:

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

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

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

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

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

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

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

RESPONSIBILITY FOR ACCIDENTS:

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

WORK TO BE PROSECUTED AS DIRECTED:

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

GENERAL COMPLIANCE WITH LAWS:

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

SUSPENSION OF WORK:

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

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

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 2023 CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

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

E-BUILDER:

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

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: Lana Pafenbach-Gauthier
ASSISTANT CITY CLERK
Lana Pafenbach-Gauthier (Print)

CITY OF MOBILE

BY: William S. Stimpson
ITS MAYOR
William S. Stimpson (Print)

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: (IF CORPORATION)

John G. Walton Construction Co., Inc. (Print)

BY: John G. Walton
ITS PRESIDENT
John G. Walton (Print)

ATTEST:

Blake Lamont
ITS SECRETARY
Blake Lamont (Print)

9/1/2023
DATE

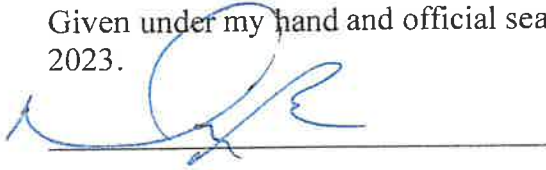
Corporate Seal

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that John G. Walton, whose name is signed to the foregoing instrument in the capacity of President of John G. Walton Construction Co., 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 19th day of September, 2023.



NOTARY PUBLIC My Commission Expires:



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

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

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

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

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

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

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

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

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

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

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

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

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER): 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. SECTION 424 SUPERPAVE BITUMINOUS CONCRETE, PAY ITEMS 424-A360, 424B651, 424B655, 424B681 (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

424.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2018 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

424.02

Materials

Materials shall conform to Section 410 and section 424.02 Materials of the 2018 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

424.03

Basis of Payment

Superpave Bituminous Concrete will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2018 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D HANDICAP RAMPS

618.D.01

Description

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

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

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

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.

ATTACHMENT “A”

LOCATION

(SEE PROJECT PLAN SET)

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: _____ ADDRESS: _____					
INSURED		INSURER(S) AFFORDING COVERAGE INSURER A: _____ NAIC # _____ 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 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 - COMPI/OP AGG \$ _____
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				(PER STATUTE) ☐ OTHER ☐ E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
Project Name: _____ Project Number: 20xx-3005-xx City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).							
CERTIFICATE HOLDER				CANCELLATION			
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____			

ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, AND
DBE UTILIZATION REPORT**



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: Archana.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: Archaque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company
FORM 1: Background and Plan

Company	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	Shawn@johnwalton

RFP/RFQ Solicitation Number	2022-3005-06
Project Description	US-45 Streetscape Improvement
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 20% Non-minority 30% SDVO 5%
Total #of Employees 130	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John G. Walton
Signature: John G. Walton Date: 8/9/2023
Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Debra Belans Title: Payroll Manager
Email: debra@johnwalton.com Phone: 251-342-6250



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: Archaeus.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

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

FORM 1: Background and Plan (Cont'd)

Please Print Company John G. Walton Construction Co., Inc. Your Bid/Proposal Amount \$ 3,148,747.77
8 / 9 / 2023 Description US-45 Streetscape Improvement

Date:

Name of Bidder/Proposer: John G. Walton Construction Co., 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
TK Penny & Son	251-404-7759	Concrete	540,650.00	17.2%	No	
J. Moore Construction Co.	251-623-2650	Concrete	418,041.00	13.3%	Yes	
Inline	251-510-4413	Electrical	7720.00	0.25%	No	
Coastal Environmental	251-510-1464	Fraction	54,600.00	1.74%	Yes	
C&H Construction Services	251-973-9500	Guardrail/Signage	30,000.00	0.95%	No	
Smith Industrial Services	251-543-1964	Pipe Cleaning	102,830.00	3.3%	No	
Rendice, Hilberts & Co.	251-680-5881	Striping	72,230.00	2.3%	No	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shawn Stapleton Phone 251-342-6250 Email Shawn@johnwalton.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
☒	☐	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒	☐	CMDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
☒	☐	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
☒	☐	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

☒	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.	
☒	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.	
☒	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.	

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORTReturn to Office of Supplier Diversity
Via email: arschnique.kidd@cityofmobile.orgor
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 FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____

(Title)

(Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John G. Walton (affiant) who, being duly sworn says as follows:

President/CEO of John G. Walton Construction Co., 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 John G. Walton Construction Co., 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 John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

John G Walton
CEO of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 9th day of August, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Shaun Stapleton
Signature and Seal of Notary Public



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. 2022-3005-06
US-45 STREETScape IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2022-3005-06
US-45 STREETScape IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

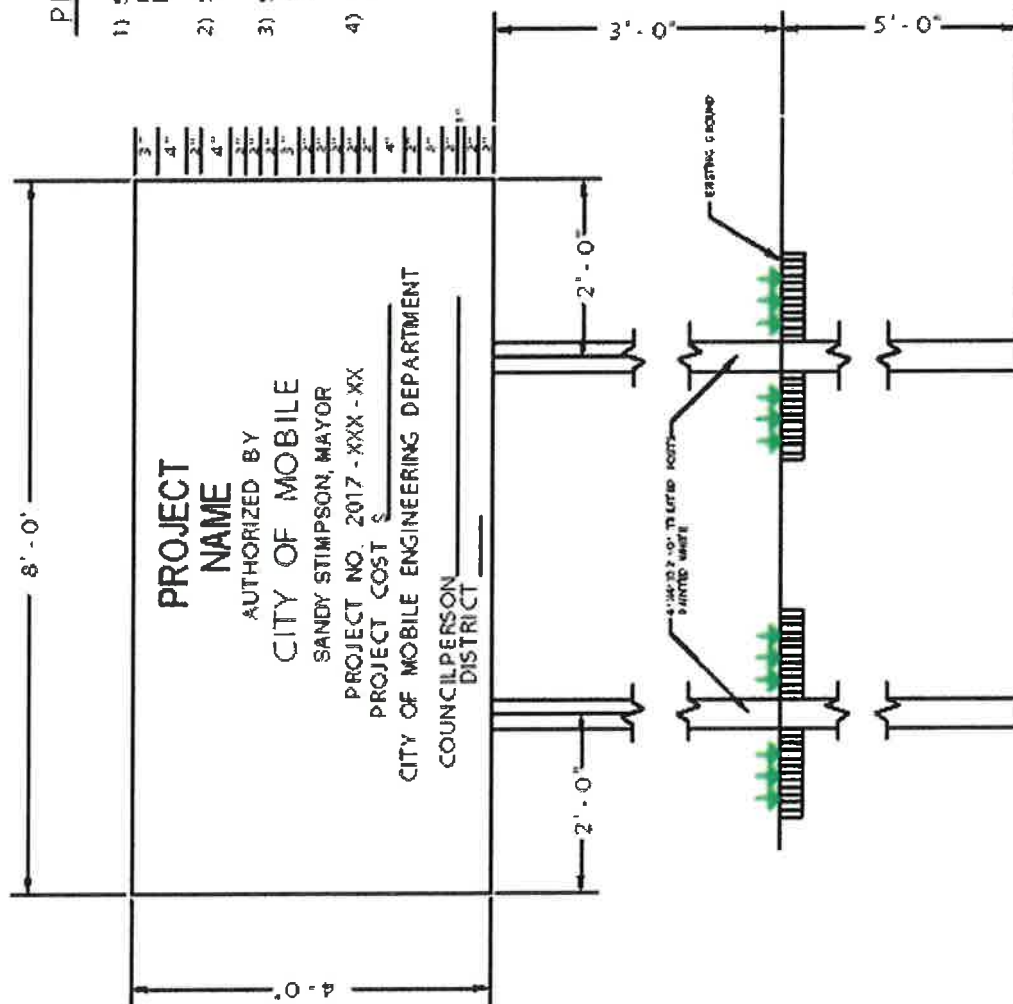
The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS



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.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 8/9/2023

Name of Project: US-45 STREETSCAPE IMPROVEMENTS
Project Number: 2022-3005-06

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:

\$ 40,000.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder John G. Walton Construction Co., Inc.

Mailing _____

Address P.O. Box 81222 Mobile, AL 36689

*By (Legal Signature) John G. Walton

*Name (type or print) John G. Walton (Seal)

*Title President

Telephone Number 251-342-6250

ATTACHMENT “H”

**FORM MB-05
AGREEMENT FOR GRADING AND/OR
LANDSCAPING ON RIGHT OF WAY**

**FORM BM-174
BOND FOR PERFORMANCE OF THE WORK**

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY

County Mobile

Route Number AL-17/US-45

Milepost 2.31 to 3.09

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: / /

PERMIT NUMBER:

Bonding Agency Bond Number

Associated Permits and/or Documents Project plans

THIS AGREEMENT is entered into this the day of , 20 , by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and , hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: Grading and landscaping necessary to fulfill the requirements of the City of Mobile contract for the US Highway 45 Streetscape Improvement project from Wilson Avenue to Prichard Avenue (Project #2022-3005-06). Including curb and gutter installation, culvert extensions, sidewalk replacement and installation, inlet modifications, and stormwater pipe installation.

NOW, THEREFORE, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.
2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.
3. A copy of the Agreement and the plans will be kept at the site of work, at all times, by the APPLICANT.
4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be top-soiled and re-vegetated by the APPLICANT in accordance with the standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ _____ (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, 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 APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT 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 APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

☒ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20 ____.

WITNESS:

Legal Name of Applicant

By: _____
Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

Address Line 1

Address Line 2

Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT:	_____ Printed Name	_____ Signature	_____ Date
AREA:	_____ Printed Name	_____ Signature	_____ Date
REGION:	_____ Printed Name	_____ Signature	_____ Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ CENTRAL OFFICE
- ☐ REGION
- ☐ AREA
- ☐ DISTRICT

By: _____
Printed Name Signature Date

**BOND
FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA
MONTGOMERY COUNTY

PERMIT NUMBER: _____
BOND NUMBER: _____

KNOWN ALL MEN BY THESE PRESENTS: That we _____
_____, as Principal, and _____
_____, as Surety, are held and firmly bound unto the
ALABAMA DEPARTMENT OF TRANSPORTATION, in the penal sum of _____
for the payment for which well and truly to be made, we hereby bind ourselves, our heirs,
executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this the
_____ day of _____, 20_____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the
above bound principal hereon, Namely, _____ this day entered into
a permit Contract as applicant with the ALABAMA DEPARTMENT OF TRANSPORTATION
for work on highway right of way, attached hereto and incorporated herein, required by the
Department as provided for in the permit contract, to be performed in Mobile
County, Alabama, Highway Number 17, a copy of which permit Contract is hereto
attached.

NOW, THEREFORE, in the event the said _____,
as such applicant shall faithfully and promptly perform the permit contract and all the conditions
and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to
remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said _____, as such applicant, to promptly and efficiently prosecute said permit contract work in any respect, in accordance with the permit contract, the above bound _____ as Surety, shall take charge of said work and complete the permit contract at their own expense, pursuant to its terms. Said Surety may, if they so elect, by written direction given to the State Transportation Director authorize the Director to complete or cause to be completed the said permit contract work at the expense of said Surety, and such Surety hereby agrees and binds Surety to pay the cost and expense of the completion of such permit contract work.

In the event said Principal shall fail or delay the prosecution and completion of said permit contract work and said Surety shall also fail to act promptly as hereinbefore provided, then said Transportation Director may cause ten days notice of such failure to be given, either, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to complete the permit contract, including all work provided therein, the ALABAMA DEPARTMENT OF TRANSPORTATION shall have the authority to cause said permit contract work to be done and accomplished and when the same is completed and cost thereof determined, the said Principal and Surety shall and hereby agree to pay any and all cost of said permit contract work.

The said Principal and Surety further agree as a part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said permit Contract including all work therein provided.

The decision of the Director of the Alabama Department of Transportation upon any question connected with the execution of the permit Contract, or any failure or delay in the prosecution of the permit contract work, attached hereto and incorporated herein, by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this _____ day of _____, 20_____.

ATTEST:

(Name and Title) (Signature of Applicant Official)

(Title of Officer Signing)

(Affix Seal) _____
Name of Surety

Legal Name of Applicant (Company) as Principal

Address

Contact Number

By: _____
Attorney in Fact – for Surety

NOTICE TO INSURANCE PRODUCER

Countersigned by Alabama Licensed
Insurance Producer for Surety, if applicable:

Please print or write legibly your name,
complete address, and license number below:

Name (signature) Name (print)

Address

License Number

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond.)

STATE OF ALABAMA



BID LIMIT: **U**

LICENSE NO: **20293**

AMOUNT: **UNLIMITED**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JOHN G WALTON CONSTRUCTION CO INC

MOBILE, AL 36689

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; H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until

July 31, 2024

when this Certificate expires.

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

20th day of **July**, 2023

SECRETARY-TREASURER

Michael B. Tew

CHAIRMAN

Charles A. Carter

196711



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: July 8, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Colony Woods Townhomes HOA grants the City certain easement rights over and through private roads to provide continuing maintenance.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Colony Woods Subdivision Easement
2. Colony Woods Easement Agreement (executed)

REVIEWERS:

Patricia Primm
Cherlina Monteiro
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an Easement Agreement with Robertson Construction Co., LLC, an Alabama limited liability company, and Colony Woods Townhomes Owners Association, Inc., an Alabama nonprofit corporation, for the grant to the City of certain easement rights over, across and through the Private Roads in the Colony Woods Subdivision, to provide for the continuing maintenance of the Private Roads in the Colony Woods Subdivision by the Colony Woods Townhomes Owners Association, Inc, and to provide for the indemnification of the City from liability and claims for damages which may arise out of the Owners Association's breach of its obligations or the existence of said Private Roads. The Agreement is attached hereto or one with wording substantially similar, and made a part hereof, as though set forth in full to take further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

CITY CLERK

THIS INSTRUMENT PREPARED BY:
Chase Pritchard, Esq.
Hand Arendall Harrison Sale LLC
P.O. Box 123
Mobile, AL 36601
251-432-5511

EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of the ____ day of May, 2025 (the "Effective Date"), by and among **Robertson Construction Co., LLC**, an Alabama limited liability company ("Grantor"), the **City of Mobile, Alabama**, an Alabama municipal corporation (the "City"), and **Colony Woods Townhomes Owners Association, Inc.**, an Alabama nonprofit corporation ("HOA"). Grantor, the City, and HOA are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Recitals:

WHEREAS, Grantor is the fee simple owner of those certain parcels of real estate more particularly described on Exhibit "A" (the "Property").

WHEREAS, Grantor intends to develop the Property into residential lots that will be a part of the Colony Woods Subdivision (the "Subdivision") as shown on the site plan attached hereto as Exhibit "B" (the "Site Plan").

WHEREAS, the Subdivision will have two private roads, Colony Lane and White Oak Court as shown on the Site Plan (collectively, the "Private Roads").

WHEREAS, the Property is subjected to that certain Declaration of Conditions, Covenants and Restrictions of Colony Woods Townhomes Subdivision recorded as Instrument Number 2025005607 in the Public Records (the "Declaration").

WHEREAS, HOA was incorporated to serve as a property owners association for the Subdivision and to act for and on behalf of the owners of residential lots situated within the Subdivision in accordance with the Declaration.

WHEREAS, by entering into this Agreement Grantor and HOA have agreed to grant to the City certain easement rights over, across and through the Private Roads, to provide for the continuing maintenance of the Private Roads by the HOA, and to provide for the indemnification of the City saving the City harmless from all liability, claims, demands, actions, losses, and costs, including reasonable attorney's fees arising or resulting from the HOA's breach of its obligations under this Agreement and any damages to any owner of property within the Subdivision arising or which may arise out of the existence of the Private Roads, subject to the terms and conditions hereof.

WHEREAS, this document shall be duly recorded in the records of the Judge of Probate of Mobile County and is intended to run as a covenant with the land and each of the residential lots within the Subdivision.

Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The foregoing recital clauses are true and correct in all respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof.

2. Grant of Easement. Grantor hereby grants and conveys to the City, for the City's use, enjoyment, and benefit, and the use, enjoyment, and benefit of the City's employees, contractors, agents, successors, assigns, tenants, guests, licensees and invitees (the "City Beneficiaries"), a non-exclusive, perpetual easement over, across and through the Private Roads for the purpose of providing vehicular ingress and egress to, from, and within the Subdivision (the "Easement").

3. Easement Perpetual. The Easement is perpetual, runs with the land, is intended to confer restrictions and benefits on and to the Parties hereto, constitutes an equitable servitude, and may be modified and/or terminated only upon the written agreement of the Parties hereto or their respective successors and assigns, which agreement must be recorded in the Public Records in which this Agreement is recorded. It is the intention of the Parties that the holders of all existing and future mortgages and other interests with respect to all or any portion of the Subdivision or the Easement Area shall acquire and/or hold their respective mortgages and other interests subject and subordinate to this Agreement, and that the foreclosure or other exercise of rights by any such holder shall not terminate or cancel the Easement or this Agreement in any respect.

4. Easement Appurtenant. This Agreement and the easements, restrictions, rights, obligations, and liabilities created hereby, shall be appurtenant to and run with title to the land affected hereby, and shall be binding upon and inure to the benefit of the City, its respective successors and assigns, and all subsequent owners of any portion or the Property and all persons claiming under them.

5. Maintenance of Easement. HOA, at HOA's sole cost and expense, shall maintain, repair and replace the road surface of the Private Roads as necessary.

6. Indemnification and Insurance. HOA agrees to indemnify, defend, and hold harmless the City from and against any and all liability, claims, demands, actions, losses, and costs, including reasonable attorneys' fees, arising or resulting from HOA's breach of its obligations under this Agreement and any damages to any owner of property within the Subdivision arising or which may arise out of the existence of the Private Roads; provided, however, that in no event shall HOA be required to indemnify the City for the City's own gross negligence or willful misconduct.

7. Severability. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

8. Applicable Law. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of Alabama.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their respective duly authorized representatives effective as of the day and year first written above.

GRANTOR:

Robertson Construction Co., L.L.C., an Alabama limited liability company

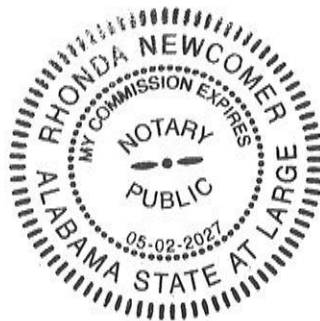
By: _____
Jason Robertson
Sole Member

STATE OF ALABAMA
COUNTY OF BALDWIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11 day of May, 2025, within my jurisdiction, the within named Jason Robertson, who acknowledged that he is the Sole Member of Robertson Construction Co., L.L.C., an Alabama limited liability company, and that for and on behalf of the said entity, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

Rhonda Newcomer
(NOTARY PUBLIC)
My commission expires: 5.2.27

(Affix official seal)



City of Mobile:

City of Mobile, Alabama, an Alabama municipal corporation

By: _____
Name: _____
Its: _____

STATE OF ALABAMA
COUNTY OF MOBILE

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of May, 2025, within my jurisdiction, the within named _____, who acknowledged that s/he is the _____ of City of Mobile, Alabama, an Alabama municipal corporation, and that for and on behalf of the said entity, and as its act and deed s/he executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

(NOTARY PUBLIC)
My commission expires: _____

(Affix official seal)

HOA:

**Colony Woods Townhomes Owners Association,
Inc.,** an Alabama nonprofit corporation

By: _____
Name: JASON ROBERTSON
Its: Sole Member

STATE OF ALABAMA
COUNTY OF MOBILE

June Personally appeared before me, the undersigned authority in and for the said county and state, on this 11 day of May, 2025, within my jurisdiction, the within named _____, who acknowledged that s/he is the _____ of Colony Woods Townhomes Owners Association, Inc., an Alabama nonprofit corporation, and that for and on behalf of the said entity, and as its act and deed s/he executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

Rhonda Newcomer
(NOTARY PUBLIC)
My commission expires: 5.2.27

(Affix official seal)

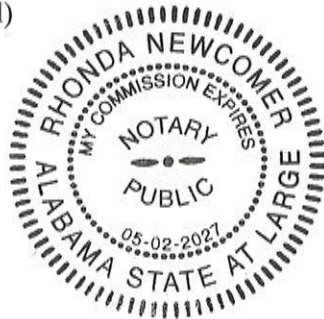


Exhibit "A"
Property Description

Lots 3 through 11, inclusive, of Dawes Commercial Park, according to the plat thereof recorded in Map Book 42, Page 124 of the record in the Office of the Judge of Probate of Mobile County, Alabama.

7

Page 813 of 838

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:

DATE:

[Signature]
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

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 NON-EMERGENCY MEDICAL TRANSPORT SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Gwendolyn and Darrin Clark to operate a non-emergency medical transport 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 22, 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.



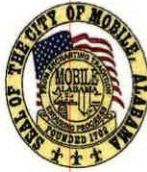
Lisa C. Lambert
City Clerk

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 Gwendolyn & Darrin Clark for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport 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, Darrin O Clark, individually or on behalf of Legacy Transportation LLC, 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: Gwendoly Clark / Darrin Clark

Mobile Business Address: _____

Telephone: _____ Trade Name (d/b/a): _____

II. Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Mobile Residence: _____

Address _____ City _____ State _____ Zip _____
code

Telephone Number: 2 _____ 1 _____ Driver's License #: _____

Residing in Mobile County: Years: 21 yrs Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

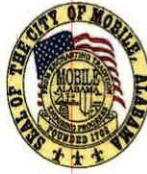
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _____



(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
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Gwendoly + Darrin Clark			
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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
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Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐

non-emergency
medical
transport

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 5 days wk.

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>min Van</u>	Year: <u>2021</u>	Model: <u>Dodge</u>
Make: <u>min Van</u>	Year: <u>2014</u>	Model: <u>Ford</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Darrin O Clark
Applicant's Signature

NAME OF ENTITY:

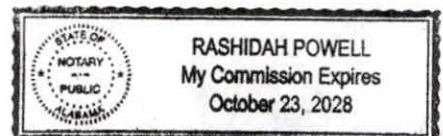
Legacy Transportation, LLC

By: Gwendolyn / Darrin Clark
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS

10 DAY OF June, 2025

Rashidah Powell
Notary Public





(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Darrin O. Clark

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'11

Weight: 200

Hair Color: BLK

Eye Color: Bro

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.

Darrin O. Clark
Signature

6.10.2025
Date signed



(Applicant; Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Darrin O. Clark
Date of Birth: _____ City #: _____
Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Ret.
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.

Darrin O. Clark
Signature

10.10.25
Date Signed

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

LEHGACY TRANSPORTATION 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): GWENDOLYN CLARK

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

5019 PRESLEY BL EIGHT MILE, AL 36613

*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
001-173-739 DLL
Date 02/03/2025
Time 13:57:00
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 2 / 3 / 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 01 : 57 ☐ 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).

2 / 3 / 2025
Date (MM/DD/YYYY)

GWENDOLYN CLARK

Signature as required by 10A-5A-2.04

CEO

Typed title (organizer or attorney-in-fact)

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

Additional Details

Organizers

Organizer

DARRIN CLARK

Street Address

Mailing Address

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:

LEHGACY TRANSPORTATION LLC

This name reservation is for the exclusive use of GWENDOLYN CLARK, 5019
PRESLEY BL, EIGHT MILE, AL 36613 for a period of one year beginning
February 03, 2025 and expiring February 03, 2026

**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.**

February 03, 2025

Date



RES199908

Wes Allen

Secretary of State



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

LEHGACY TRANSPORTATION LLC
GWENDOLYN CLARK SOLE MRP

Date of this notice: 02-03-2025

Employer Identification Number:
33-3199282

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 ETN 33-3199282. 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.

